

## AGENDA MEMO

**TO:** Mayor & City Commission      **AGENDA DATE:** 7/6/2010  
**FROM:** Faith G. Miller, City Manager      **AGENDA ITEM:** 9 - B  
**SUBJECT:** Request for Approval of Award of Bid No. 10015, Construction Administration Services

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**LOCATION:**

N/A

**BACKGROUND:**

The City Commission previously approved an award to three (3) General Contractors to perform work for the Neighborhood Stabilization Program (NSP) and the housing rehabilitation programs. In order to expedite these projects, there is a need for Construction Administration Services.

Purchasing solicited bids from General Contractors, with preference given for LEED AP Certification, to provide Construction Administration services for the Neighborhood Stabilization Program and the housing rehabilitation programs within the Community Development Division. The work consists of the following:

- Conduct and document pre-construction meetings with the contractor and homeowner;
- Review inspection reports to assist in defining the scope of work for each home being rehabilitated;
- Ensure the work being completed by the contractors is evenly distributed and ensure that deadlines are met;
- Ensure that bids for work are in compliance with pre-established pricing;
- Respond to the contractor's requests for information (RFI) and issue necessary clarifications and interpretations;
- Review documentation and process the contractor's



monthly requests for payment including obtaining their certified payroll and ensuring that it is in compliance with the Davis Bacon Act;

- Assist the owner in managing disputes with and claims from the contractor during construction;
- Make weekly visits to the construction site to hold progress meetings, to observe the work in progress, to evaluate conformance with the plans and specifications, and to observe field testing by the resident monitor;
- Generate bi-weekly progress reports;
- Review requests for change orders, evaluate costs, review project schedule changes, negotiate with the contractor, as necessary, and prepare required change order documentation for Owner approval;
- Confirm that required notifications of construction progress have been sent to the Planning and Development Department; and
- Provide additional services related to Construction Administration as may be required.

Six bids were received. Overall, the lowest qualified bidder was Ruby Builders, Inc. All bids and the bid tabulations are attached. This item was continued from the June 21, 2010 Commission Meeting to have the Scope of Services added (See attachment: Bid #10015 Construction Administration Services).

**ORIGINATING  
DEPARTMENT:**

Planning and Development Services

**SOURCE OF FUNDS:**

Funded through the U.S. Department of Housing and Urban Development (HUD)

**COST:**

NSP Funds

**REVIEWED BY:**

Purchasing Manager, Finance Director, City Attorney

**STAFF  
RECOMMENDATION  
PRESENTED BY:**

Chris Bowley, AICP, Planning and Development Services Director - to approve entering into an agreement with Ruby Builders, Inc. for Construction Administration Services.

**POTENTIAL  
MOTION:**

"I hereby move to approve the award of Bid No. 10015 to Ruby Builders, Inc., for Construction Administration Services and to authorize the City Manager to enter into said agreement for such services."

**AGENDA ITEM  
APPROVED BY:**

  
Faith G. Miller, City Manager

**ATTACHMENTS:**

- Construction Administration Services Agreement
- Bid #10015 Construct Administration Services
- Bid from Ruby Builders, Inc.
- Bid Tab
- Bid from GLE Associates, Inc.
- Bid from Guardian Community Resource Management
- Bid from The Hardy Group
- Bid from Johnson Laux Construction, Inc.
- Bid from Robertson Homes, Inc.

**AGREEMENT BETWEEN  
CITY OF DELTONA AND RUBY BUILDERS, INC.  
FOR CONSTRUCTION ADMINISTRATION SERVICES PER BID NO. 10015**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the CITY OF DELTONA, a municipality of the State of Florida, whose address is 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter called the "City" and RUBY BUILDERS, INC., duly authorized to conduct business in the State of Florida, whose principal address is 3939 Silver Star Road, Orlando, Florida 32808, hereinafter called the "Contractor".

**WHEREAS**, the City desires to obtain services related to Construction Administration per Bid No. 10015, the work generally involving all work as described in the bid documents, specifications, drawings and any addendum issued for this project; and

**WHEREAS**, the City requested and received expressions of interest from several companies to provide these services; and

**WHEREAS**, Contractor is competent and qualified to furnish said services to the City and desires to provide its services for this project,

**WHEREAS**, the Commission of the City of Deltona has approved award of this agreement on June 21, 2010.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

The foregoing recitals are true and correct and incorporated herein by reference.



## **Article 2. Scope of Professional Services**

**2.1** On the terms and conditions set forth in this Agreement, City hereby engages Contractor to provide Construction Administration Services per Bid No. 10015, attached hereto and incorporated herein by reference, and Contractor's Proposal dated May 6, 2010.

**2.2** The services to be rendered by the Contractor shall include all labor, materials, equipment and incidentals necessary to perform all work indicated and specified in the bid documents.

**2.3** Contractor acknowledges that nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

**2.4** Contractor shall be responsible for the quality of work performed. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his services.

**2.5** Contractor agrees to provide a one year maintenance period to correct any defective work that may be found within the one year period from the time of completion.

## **Article 3. Payment**

**3.1** The City agrees to compensate Contractor for work performed, completed and accepted by the City's representative for services provided for this project in accordance with Exhibit A attached to this Agreement. Fees for any additional work needed will be agreed upon in writing prior to any service being completed.

**3.2** Invoices shall be submitted in duplicate to the City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL 32725. Each invoice shall contain the purchase order number and a detailed description of services and fees.

**3.3** The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

**3.4** In the event a specific project is to be funded by state or federal monies, the Contractor hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed, submitted, and approved by the City.

#### **Article 4. Special Terms and Conditions**

**4.1** Qualifications. Firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by Florida Statutes to perform the services contained herein.

**4.2** Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the Contractor; but if any work is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the City until said work is completed by the Contractor and accepted by the City.

- A. Upon notification to the Contractor of termination by the City, Contractor will immediately discontinue all services affected unless the notice directs otherwise.
- B. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Contractor for actual work satisfactorily completed.
- C. Termination for Cause. If the termination of this Agreement is due to the failure of the Contractor to fulfill his contractual obligations, City shall reimburse Contractor for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.

D. In the event of termination of this Agreement, all work, reports, and other work product produced by Contractor in connection with the Agreement shall be returned to the City and become and remain the property of the City.

**4.3 Assignment.** This Agreement may not be assigned or transferred in any manner by Contractor and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void.

**4.4 Insurance and Bond.** Contractor shall provide and maintain, during the entire term of this Agreement, without cost to the City, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. Contractor shall not commence work under the Agreement until City has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(A) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the minimum limits and coverage of \$300,000 per occurrence; combined single limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors, and Products and/or Completed Operations, and a Contractual Liability Endorsement.

(B) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

(C) Insurance Requirements.

(1) **City of Deltona, a Municipality of the State of Florida**, shall be named as an additional insured on the General liability policy.

(2) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any material change or cancellation of the required



insurance, with ten (10) day written notice of cancellation due to non-payment of premium.

(3) Certificates of insurance shall identify the Bid number, contract, project, etc. in the Description of Operations section of the Certificate.

(4) Contractor shall be responsible for subcontractors and their insurance.

(5) The Certificate holder section of each policy shall state: City OF DELTONA, A MUNICIPALITY OF THE STATE OF FLORIDA, 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725.

(6) Contractor shall be solely responsible for all deductibles and self-insurance retention on Contractor Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused without thirty (30) calendar days written notice, or without ten (10) days written notice of cancellation due to non-payment of premium, being given to City by certified mail.

**4.5** Indemnity. Contractor shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Contractor to take out and maintain the above insurance. Additionally, Contractor agrees to indemnify, and hold the City, and its officers, commission, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional and attorney fees, court costs, other expenses and liabilities to the extent resulting from the negligent act, error or omission of Contractor, its agents, employees or representative, in the performance of Contractor's duties set forth in this Agreement.

**4.6** Independent Contractor. Contractor agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of City. Contractor shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

**4.7    Ownership of Deliverables.**

(a) Title to all work product produced by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Contractor shall deliver all such original work product to City upon completion thereof unless it is necessary for Contractor, in City's sole discretion to retain possession for a longer period of time.

(b) The documents, reports, and similar materials provided or created by Contractor are public records and Contractor shall abide by applicable requirements of Florida law. Contractor shall notify the City within 24 hours of receiving the request to release the information concerning the subject project to a member of the media and/or to the public. The City's notification shall to the extent possible provide the name, date, time and type of information requested to be released prior to the Contractor's release or disclosure of information to the media or to the public.

**4.8    Return of Materials.** Upon the request of the City, but in any event upon termination of this Agreement, Contractor shall surrender to the City all memoranda, notes, records, and other documents or materials pertaining to the services hereunder, that were furnished to the Contractor by the City pursuant to this Agreement. Contractor may keep copies of all work products for its records.

**4.9    NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the City. The Contractor expressly acknowledges and agrees that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the City shall be the right to seek an extension to the contract time.

**4.10    Retaining Other Contractors by City.** Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring

materials or programs that are similar to or competitive with, the services provided under this Agreement.

**4.11 Accuracy.** The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its services.

**4.12 Codes and Regulations.** All work completed under this Agreement shall at all times comply with all applicable federal, state and local statutes, codes, regulations and ordinances.

**4.13 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**4.14 Prohibition against Contingent Fees.** Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

## **Article 5. General Conditions**

**5.1** This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

**5.2** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. The City may make changes in the services at any time by giving



written notice to Contractor. If such changes increase (additional services) or decrease (eliminate any amount of work) in the scope of work, City and Contractor shall modify this agreement through issuance of a change order. All change orders shall be authorized in writing by City prior to commencing or reducing any term of this agreement.

**5.3** Neither the City's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's performance of any of the services furnished under this Agreement.

**5.4** In the event Contractor, during the course of the work under this Agreement, requires the services of any Sub-Contractor or other professional associates in connection with service covered by this Agreement, Contractor must secure the prior written approval of the City. If Sub-Contractors or other professional associates are required in connection with the services covered by this Agreement, Contractor shall remain fully and solely responsible for the services of and monies owed to Sub-Contractors or other professional associates.

**5.5** It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The City, upon request by Contractor, shall designate in writing and shall advise Contractor in writing of one (1) or more City employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

**5.6** No claim for services furnished by the Contractor not specifically provided for herein shall hold the City liable or be honored by the City.

**5.7** The Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

**5.8** The Contractor hereby certifies that no officer, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

**5.9** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**5.10** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**5.11** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

**5.12** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

**5.13** During the term of this Agreement Contractor assures City that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Contractor employees or applicants for employment. Contractor understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

#### **Article 6. Severability and Notice**

**6.1** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**6.2** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to Contractor:  
Jeff Suberman  
Ruby Builders, Inc.  
3939 Silver Star Road  
Orlando, Florida 32808

If to City:  
Chris Bowley  
Planning & Development Director  
City of Deltona  
2345 Providence Blvd.  
Deltona, Florida 32725

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

#### **Article 7. Scope of Agreement**

**7.1** This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**7.2** This Agreement consists of the following:

This Agreement  
Notice of Award and Notice to Proceed  
Bid Documents, to include Project Manual and Drawings  
Exhibit A - Pricing  
Addendum, if any  
Contractor's Response to Bid

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**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

CONTRACTOR:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

(CORPORATE SEAL)

\_\_\_\_\_  
Date

ATTEST:

CITY OF DELTONA

\_\_\_\_\_  
JOYCE KENT  
City Clerk

\_\_\_\_\_  
FAITH G. MILLER  
City Manager

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
GARY J. COONEY  
City Attorney

<p><b>Submit RFP to:</b></p> <p><b>CITY OF DELTONA</b></p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p><b>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</b></p>	<p><b>BID# 10015</b></p> <p><b>CONSTRUCTION ADMINISTRATION SERVICES</b></p>
<p><u>Contact:</u></p> <p>Kate Krauss, Purchasing Manager</p> <p>Phone: (386) 878-8100</p> <p>Fax: (386) 878-8571</p>	<p><b>RESPONDENTS NAME:</b> _____</p> <p>_____</p> <p>_____</p>
<p><u>Responses Due Date &amp; Time:</u></p> <p><b>THURSDAY, MAY 6, 2010</b></p> <p><b>AT 2:00 P.M.</b></p>	<p><b>MAILING ADDRESS:</b> _____</p> <p>_____</p> <p>_____</p>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 2nd Floor Conference Room</p> <p>2345 Providence Blvd., Deltona, FL 32725</p>	<p>Phone #: _____</p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION**

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Respondents shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the RFP# and title. Companies shall submit **three typed copies and one unbound original (please do not use three ring binders)** of their response, complete with all supporting documentation. SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN **OFFER** BY THE COMPANY SUBMITTING RESPONSE. RFP responses which do not comply with these requirements may be rejected at the option of the City.

**CONTACT:** All prospective Respondents are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the Purchasing staff regarding this Request for Proposals or their response at any time during the RFP process. Any such contact shall be cause for rejection of your response. The RFP/RFQ process is not complete until an award is made.

**DELAYS:** The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify and attached to the RFP.

bidders of all changes in scheduled due dates by written addendum.

**EXECUTION OF RFP:** RFP must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Proposer in contractual obligations. Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original bid conditions and specifications cannot be changed or altered in any way. Altered RFP's will not be considered. Clarification of RFP's submitted shall be in letter form, signed by proposers and

**RESPONDENT INFORMATION:** Firms shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the RFP Information Sheet, whichever part applies, and include with their submittal.

**JOINT VENTURES:** Responses submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Request for Proposals.

**NO RESPONSE:** If not submitting a RFP response, respond by returning only the Statement of No Response, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the proposers name from the mailing list.

**BID OPENING:** Shall be public, at the above address, on the date and at the time specified above. The response time and place shall be scrupulously observed. Under no circumstances shall submittals delivered after the time specified be considered; such Submittals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serves as the official authority to determine lateness of any response. It is the Respondents sole responsibility to assure that his/her response is complete and delivered at the proper time and place of the RFP opening. Submittals which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public RFP Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-878-2100.

**TAXES:** The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Proposer. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

**CERTIFICATES**

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

**MISTAKES:** Proposers are expected to examine the terms and conditions, specifications, delivery schedule, proposed prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. RFP's having erasures or corrections must be initialed in ink by the Proposer.

**AWARD TERM** The term of this award is two years with the option to renew for two additional one year periods upon satisfactory review of prior work.

**INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).



- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the RFP Response Form.

**GENERAL:** The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

**ADDITIONAL TERMS AND CONDITIONS:** Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this request if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Documents are the only conditions applicable to this RFP and the Proposer's authorized signature on the RFP Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

**INTERPRETATIONS:** All Respondents shall carefully examine the RFP Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Submittals; failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP Documents shall be requested in writing (facsimile transmission acceptable (386) 878-8571, and received by the City at least seven (7) calendar days prior to the RFP Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the RFP. Therefore, oral statements given before the RFP opening will not be binding. Any interpretation of, or changes to, the RFP will be made in the form of a written Addendum to the RFP and will be furnished to all Respondents through DemandStar. Receipt of all addenda shall be acknowledged by the Respondents by signing and enclosing said addenda or addendum acknowledgement with their response.

**ADDENDUM:** The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to RFP Documents, in the form of a written addendum. Should revisions to the RFP Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Respondents who received a bid package through DemandStar. All addenda are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Respondents who obtain RFP Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a RFP holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Respondent may cause your RFP to be rejected as non-responsive if you have failed to submit a RFP without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at [www.demandstar.com](http://www.demandstar.com) in order to be sure latest addendum and any prior addendum have been received.

**PROTESTS:** Any Respondent who disputes the RFP selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

**CONFLICT OF INTEREST:** All Respondents must disclose with their RFP the name of any officer, director, or Agent who is also an employee of the City. All Respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

**LEGAL REQUIREMENTS:** Respondents are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Respondent shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

**DRUG-FREE WORKPLACE:** Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more RFP's which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a RFP received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**POSTING OF BID AWARD:** Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the City's Purchasing Manual shall constitute a waiver of proceedings.

**AWARD:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all Submittals, or waive any minor irregularity or technicality in Submittals received, award or eliminate any portion of the response, and may, at its

sole discretion, request a re-bid, or abandon the project in its entirety. Respondents are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

**EEO STATEMENT:** The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

**CONTRACTUAL AGREEMENT:** The contents of this RFP and all provisions of the successful firm's submittal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

**GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the Respondent to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

**PERMITS/LICENSES/FEES:** Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

**INDEMNIFICATION:** The Respondent, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Respondent. Further, if such a claim is made, or is pending, the Respondent may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Respondent and receive reimbursement. If the Respondent used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**ADVERTISING:** In submitting a RFP, Respondent agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

**ASSIGNMENT:** Any purchase order or contract issued pursuant to this Request for Proposals and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

**COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Respondent certifies that all material, equipment, etc., contained in his/her response meets all applicable O.S.H.A. requirements. Respondent further certifies that, if he/she is the successful Respondent, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Respondent.

**RESPONSIBILITY:** A Respondent must have at the time of the RFP opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product proposed, and capable of producing or providing the items proposed, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

**FACILITIES:** The City reserves the right to inspect the Respondent's facilities at any reasonable time, during normal working hours, to determine that Respondent has a bona fide place of business, and is a responsible Respondent.

**DISQUALIFICATION OF RESPONDENT:** More than one response from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Respondent is involved in more than one submittal will be cause for rejection of all RFP's in which such Respondents are believed to be involved. Any or all Submittals will be rejected if there is reason to believe that collusion exists between Respondents. RFP's in which the prices obviously are unbalanced will be subject to rejection.

**ADJUSTMENTS / CHANGES / DEVIATIONS:** No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a RFP expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Respondent shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

**PUBLIC RECORDS:** Upon award recommendation or ten (10) days after opening, whichever is earlier, RFP's become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

RFP's may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

**RFP PREPARATION COSTS:** Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals. Respondents should prepare their responses and economically, providing all information and prices as required.

**ACCEPTANCE / REJECTION:** The City of Deltona reserves the right to accept or reject any or all Submittals and to make the award to that Respondent, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the response of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of respondents in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

**ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

## **BID #10015 CONSTRUCTION ADMINISTRATION SERVICES**

The City of Deltona is requesting bids from General Contractors or Residential Contractors, with preference given for LEED AP Certification, to provide Construction Administration services for the Neighborhood Stabilization Program (NSP) and the Housing Rehabilitation Programs within the Community Development Division. The work will include housing projects that are administered by the City's Community Development Division.

The Federal Government has issued a Grant to the City of Deltona for the Neighborhood Stabilization Program. This program will allow the City to purchase foreclosed properties in targeted areas and rehabilitate each of them for resale. Once the properties have been identified and purchased, the City will inspect each property to determine what repairs will be required to bring them up to code. Some of the properties may require complete demolition; The General Contractor or Residential Contractor must be licensed and insured to perform work in the State of Florida and Volusia County. The Scope of this work will NOT include any actual construction work. The City previously did an RFP and currently has a pre-qualified list of three Contractors to perform the actual work. The intent of this bid is to oversee all construction related work.

Construction projects will vary in size and type of rehabilitation.

### **SCOPE OF WORK**

The work shall consist but is not limited to the following Construction Administration Services:

- ☐ Conduct and document a pre-construction conference with the Contractor and owner if applicable.
- ☐ Review Inspection Reports and determine whether or not the recommendations from the Inspector are acceptable and define a Scope of Work for each project based on the Inspection Report and any additional work that may be required.
- ☐ Work with pre-qualified Contractor to keep the work evenly distributed and ensure that deadlines are met. Ensure that bids for work are in compliance with pre-established pricing. Respond to the Contractor's requests for information (RFI) and issue necessary clarifications and interpretations.
- ☐ Review documentation and process the Contractor's monthly requests for payment including obtaining their certified payroll and ensuring that it is in compliance with the Davis Bacon Act.
- ☐ Assist the Owner in managing disputes with and claims from the Contractor during construction.
- ☐ Make weekly visits to the construction site to hold progress meetings, to observe the work in progress, to evaluate conformance with the plans and specifications, and to observe field testing by the resident monitor.
- ☐ Generate bi-weekly progress reports.

- ☐ Review requests for change orders, evaluate cost and schedule impacts, negotiate with the Contractor, as necessary, and prepare required change order documentation for Owner approval.
- ☐ Confirm that required notifications of construction progress have been sent to the Planning and Development Department
- ☐ Provide additional services related to Construction Administration as may be required

**Fees for Services:** Provide fees for services as listed on the enclosed Bid Form

**Licenses/Certification:** The respondents shall have a current contractor's license. Contractors licensed under Chapter 489, Florida Statutes, and operating a business organization must submit a copy of their qualified business license (also known as a certificate of authority). Respondents shall submit with their submittal copies of their license and/or competency card.

**Business Tax Receipt (BTR)** (formerly known as "Occupational license"). A firm who is currently required to have a Business Tax Receipt (BTR) at the time of the submittal shall provide a copy of their current BTR in their response to this solicitation. There are two exceptions to this bid submission requirement:

- 1) If the firm's business does not have a physical location in Volusia County, no submission is required, or
- 2) If the firm's business type is exempted, submit a Proof of Exemption.

**Insurance:** All respondents shall attach evidence of required insurance coverage or proof of insurability in the amounts indicated above. If available, a properly completed ACORD form is preferable. Respondents that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy and a signed, notarized Hold Harmless Agreement for each exempt officer (see "**Hold Harmless Agreement**" form).

**Conflict of Interest Disclosure:** All respondents shall properly complete, notarize, and include with their proposal the attached disclosure statement of any potential conflict of interest that the firm may have due to ownership, other clients, contracts or interests associated with this project. See the attached form included in this package (see "**Conflict of Interest Disclosure**" form).

**Prohibition Against Contingent Fees:** All respondents shall properly complete, notarize, and include with their proposal the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement (See "**Prohibition Against Contingent Fees**" form).

**Public Entity Crime and Discriminatory Vendor List:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two of the Florida Statute Section 287.017 for a period of 36 months from the date of being placed on the convicted vendor list.

See the attached forms to be completed by the contractor and all subcontractors (See "**Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction**" form).

**Drug-Free Work Place:** All respondents shall complete and include with their proposal the attached form certifying compliance with Florida Statute 287.087 (See "**Drug-Free Work Place**" form).

**CONFIDENTIAL INFORMATION:** Do not send confidential, proprietary information or trade secrets.

**DISADVANTAGED AND WOMEN BUSINESS ENTERPRISES:** The City of Deltona encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

## CITY OF DELTONA CONTRACTOR INFORMATION SHEET

The information below is required to complete your bid packet. Type or print only.

Company Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Project Contact: \_\_\_\_\_

e-mail address: \_\_\_\_\_

### Remittance (Payment) Mailing Information

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Project Contact: \_\_\_\_\_

e-mail address: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

Tax ID Type: ☐ Federal Tax ID ☐ Social Security Number



**STATEMENT OF EXPERIENCE IN CONSTRUCTION MANAGEMENT**

Contractor: \_\_\_\_\_

\_\_\_\_\_

How Long In Business: \_\_\_\_\_ At Current Address \_\_\_\_\_

Principals:

_____	Title _____
_____	Title _____
_____	Title _____

Type of Work Normally Performed:

\_\_\_\_\_

Projects of this Type Previously Completed:

1. \_\_\_\_\_ Amount \$ \_\_\_\_\_

2. \_\_\_\_\_ Amount \$ \_\_\_\_\_

3. \_\_\_\_\_ Amount \$ \_\_\_\_\_

References for Projects listed above:

1. \_\_\_\_\_

\_\_\_\_\_ Tel. No. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_ Tel. No. \_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_ Tel. No. \_\_\_\_\_

Financial \_\_\_\_\_

Status: \_\_\_\_\_

Equipment: \_\_\_\_\_

\_\_\_\_\_

Number of Personnel Currently Employed: \_\_\_\_\_

Number of Personnel Available for Project: \_\_\_\_\_

Other Pertinent Information: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Qualifications of Personnel. It is essential that the project be supervised and carried out by personnel possessing training and experience appropriate to the nature of the project. The bid submitted by Contractor **must include** documentation of the professional qualifications of the key personnel to be employed.

Such documentation shall include, but not be limited to:

- (1) resumes of academic training and employment in the applicable field;
- (2) evidence of possession of required licenses or business permits.

NOTE: Proposer may submit separate statement of experience with additional information. (Attach to this page)

## BID FORM

**Provide pricing for the following services:**

SERVICE	COST
Review Inspection Report and determined whether or not the recommendations from the Inspector are acceptable and define a Scope of Work for each project based on the Inspection Report and any additional work that may be required	\$ _____
Review Bid received from General Contractor and Attend pre-construction meeting	\$ _____
Inspect and Review each Draw submitted by General Contractor and approve payment	\$ _____
Weekly Progress Meeting/Inspection at jobsite	\$ _____
Bi-Weekly Progress Report to the City	\$ _____
Hourly Rate for other services/ie: meetings, processing change orders, etc.	\$ _____

CITY OF DELTONA  
2345 PROVIDENCE BOULEVARD  
DELTONA, FLORIDA 32725

**PROOF OF EXEMPTION**

I certify that \_\_\_\_\_,  
(Business Name)

located at \_\_\_\_\_,  
(Street Address) (City)

is the type of business indicated below:

- ☐ Charitable, Non-Profit Organization
- ☐ Religious Institution
- ☐ Insurance Adjuster, Agent or Company
- ☐ Pharmacist/Pharmacy
- ☐ Radio/Television Station
- ☐ Agricultural
- ☐ Sale of items grown on own land
- ☐ Sale of Alcoholic Products only
- ☐ Child Care – Residential
- ☐ Residential Rentals over 6months
- ☐ Commercial Rentals
- ☐ Door to Door/Peddler Sales
- ☐ Other \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

A business that falls under one of the exempt classifications listed above is not required to have a City of Deltona Business Tax Receipt. Include proof of exemption.

**BID 10015  
HOLD HARMLESS AGREEMENT**

**Return this page ONLY if claiming exemption from the  
Worker's Compensation Insurance Requirement**

I, \_\_\_\_\_ (print owner's name), am the owner of  
\_\_\_\_\_ (print company name), an incorporated/unincorporated  
business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not  
limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs fewer than four employees, including myself, and  
therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its  
employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the  
City of Deltona, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims,  
liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and  
charges of attorneys and other professionals) arising out of our contract with the City of Deltona, whether or not it  
shall be alleged or determined that the act was caused by intention or through negligence or omission of the City  
of Deltona employees, or of their subcontractors or their employees. The named business shall pay all charges of  
attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any  
judgment shall be rendered against the City of Deltona in any action indemnified hereby, the named business  
shall, at its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be  
construed as, a waiver of sovereign immunity of the CITY OF DELTONA under Section 768.28, Florida Statutes.

Owner: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

Employee 1: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

Employee 2: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

Employee 3: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_, who is/are personally known to me **or** who has/have  
produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_  
(Seal)

**BID 10015**  
**CONFLICT OF INTEREST DISCLOSURE**

I HEREBY CERTIFY that

1. I, (printed name) \_\_\_\_\_, am  
the (title) \_\_\_\_\_ and the duly authorized representative of  
the firm of (Firm Name) \_\_\_\_\_ whose address is  
\_\_\_\_\_, and that I possess the legal authority to make this affidavit  
on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,  
real or apparent, due to ownership, other clients, contracts, or interests associated with this  
project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any  
corporation, firm, or person submitting a bid for the same services, and is in all respects fair  
and without collusion or fraud.

EXCEPTIONS to items above

(List): \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_

Corporate Officer Name & Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, who is personally known to me  
or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
(Seal)

## BID 10015

### Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).



## **COMPLIANCE WITH DAVIS BACON AND RELATED ACTS**

Information regarding Davis Bacon and Related Acts can be found on the following websites:

<http://www.dol.gov/esa/whd/contracts/dbra.htm>

<http://www.dol.gov/PrinterFriendly/PrinterVersion.aspx?url=http://www.dol.gov/esa/whd/programs/dbra/WD10Instrctns/wd10instructions.htm>

By signing below, I, as legal representative of my firm, agree to comply with all Davis Bacon and Related Acts (DBRA), as well as follow all of the procedures, rules, and regulations of the Wage and Hour Division of the United States Department of Labor.

By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
Corporate Officer Name & Title

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**BID 10015 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEIGHBORHOOD  
STABILIZATION PROGRAM AND THE HOUSING PROGRAMS WITHIN THE COMMUNITY  
DEVELOPMENT DIVISION  
Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

**TO BE COMPLETED BY THE GENERAL CONTRACTOR**

- 1) The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors):
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**BID 10015  
DRUG-FREE WORK PLACE**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

\_\_\_\_\_ does:

*(Name of Firm)*

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## 7.0 INSURANCE REQUIREMENTS

The Contractor agrees to provide and maintain at all times during the term of any agreement resulting from this RFP, or for such longer periods as may be required, without cost or expense to the City of Deltona, policies of insurance insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Contractor under the terms and provisions of this agreement. The awarded vendor shall secure and maintain, at its sole cost and expense during the contract term, the following minimum insurance coverage:

**Commercial General Liability - in the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) aggregate / ONE MILLION (\$1,000,000.00) DOLLARS per occurrence.**

**Liability – Auto, in the amount of \$100,000.00/300,000.00 / Any Auto**

**Workers Compensation – as required by Florida Law.** The Workers' Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the City of Deltona.

Requirements for Contractors that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below: Incorporated or unincorporated Contractors with one or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.

The City reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished prior to the execution of the contract and annually upon renewal thereafter. **The respondent shall either cover any sub-Contractors on its policy or require the sub-Contractors to conform to all requirements for insurance contained herein.**

Respondent agrees that City will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the City on Commercial General Liability and Workers Compensation

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All questions are to be directed, in writing, to Kate Krauss, Purchasing Manager at [kkrauss@deltonafl.gov](mailto:kkrauss@deltonafl.gov) or faxed to (386) 878-8571 seven calendar days prior to due date in order to issue an addenda. Please do not call to ask questions that need to be addressed through an addendum. There is no guarantee that your call will be returned due to the volume of calls that would be received on this type of project.

**CONTACT:** All prospective proposers are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted

contact person OR a member of the Purchasing staff regarding this Request for Proposals or their response at any time during the RFP process. Any such contact shall be cause for rejection of your submittal. The Bid Process is not complete until an award is made.

The City reserves the right to reject any or all submittals, to waive informalities in the submittals and to re-advertise for submittals.

The City also reserves the right to separately accept or reject any item or items of a response and to award and/or negotiate a contract in the best interest of the City.

**BID 10015**  
**FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEIGHBORHOOD**  
**STABILIZATION PROGRAM AND THE HOUSING REHABILITATION PROGRAM**

ADDRESS TO:  
THE CITY OF DELTONA  
KATE KRAUSS, PURCHASING MANAGER  
2345 PROVIDENCE BLVD.  
DELTONA, FLORIDA 32725

I acknowledge receipt of Addenda No.(s) \_\_\_\_\_ -  
I have included:

- Contractor Information Sheet
- Statement of Experience in Construction Management with References
- Bid Form
- Hold Harmless Agreement
- Conflict of Interest Form
- Public Entity Crime Form
- Compliance with Davis Bacon Act Form
- Certification regarding Debarment, Suspension or other Responsibility Matters
- Drug Free Workplace Form
- Non-Collusive Affidavit

(Check mark items above, as a reminder that they are included.)

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

### NON-COLLUSION AFFIDAVIT

I, \_\_\_\_\_, depose and say that:

1. I am \_\_\_\_\_ of the firm of \_\_\_\_\_,  
the firm submitting the response described in this Request for Proposals for:

RFP 0934 General Contractor Services and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Deltona relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF: \_\_\_\_\_ CITY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
who, after first being sworn by me, (name of individual signing) affixed his/her signature in the  
space provided above on this \_\_\_\_\_ day of 20 .

### NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



<p><b>Submit RFP to:</b></p> <p style="text-align: center;"><b>CITY OF DELTONA</b></p> <p style="text-align: center;">2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p style="text-align: center;"><b>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</b></p>	<p style="text-align: center;"><b>BID# 10015</b></p> <p style="text-align: center;"><b>CONSTRUCTION ADMINISTRATION SERVICES</b></p>
<p><b>Contact:</b></p> <p style="text-align: center;">Kate Krauss, Purchasing Manager</p> <p style="text-align: center;">Phone: (386) 878-8100 Fax: (386) 878-8571</p>	<p><b>RESPONDENTS</b></p> <p><b>NAME:</b> <u>Ruby Builders, Inc.</u></p> <p>_____</p> <p>_____</p>
<p><b>Responses Due Date &amp; Time:</b></p> <p style="text-align: center;"><b>THURSDAY, MAY 6, 2010</b> <b>AT 2:00 P.M.</b></p>	<p><b>MAILING ADDRESS:</b> _____</p> <p>_____</p>
<p><b>Location of Public Opening:</b></p> <p>City of Deltona, 2nd Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p><u>3939 Silver Star Road</u></p> <p><u>Orlando, FL 32808</u></p> <p><b>Phone#:</b> <u>407-293-8217</u></p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION**

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Respondents shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the RFP# and title. Companies shall submit three typed copies and one unbound original (please do not use three ring binders) of their response, complete with all supporting documentation. SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR PROPOSAL S CONSTITUTES AN OFFER BY THE COMPANY SUBMITTING RESPONSE. RFP responses which do not comply with these requirements may be rejected at the option of the City.

**CONTACT:** All prospective Respondents are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the Purchasing staff regarding this Request for Proposals or their response at any time during the RFP process. Any such contact shall be cause for rejection of your response. The RFP/RFQ process is not complete until an award is made.

**DELAYS:** The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify and attached to the RFP.

bidders of all changes in scheduled due dates by written addendum.

**EXECUTION OF RFP:** RFP must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Proposer in contractual obligations. Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original bid conditions and specifications cannot be changed or altered in any way. Altered RFP's will not be considered. Clarification of RFP's submitted shall be in letter form, signed by proposers and

**CITY OF DELTONA  
CONTRACTOR INFORMATION SHEET**

The information below is required to complete your bid packet. Type or print only.

Company Name: Ruby Builders, Inc.

Address 1: 3939 Silver Star Road

Address 2: \_\_\_\_\_

City: Orlando

State: FL

Zip Code: 32808

Phone Number: 407-293-8217

Fax Number: 407-293-6481

Project Contact: Jeff Suberman

e-mail address: jeffsuberman@rubybuilders.com

**Remittance (Payment) Mailing Information**

Address: P.O. Box 680099

City: Orlando State: FL Zip Code: 32868-0099

Phone Number: 407-293-8217 X102

Fax Number: 407-293-6481

Project Contact: Lee Suberman

e-mail address: lsuberman@rubybuilders.com

Federal Tax ID No.: 59-0863156

Tax ID Type: Federal Tax ID Social Security Number

**STATEMENT OF EXPERIENCE IN CONSTRUCTION MANAGEMENT**

**Contractor:** Ruby Builders, Inc.

**How Long In Business:** 51 years **At Current Address** 51 years

**Principals:**

<u>A. Jeffrey Suberman</u>	<u>Title</u> <u>President</u>
<u>Ronald Suberman</u>	<u>Title</u> <u>Vice President</u>
<u>Lee Suberman</u>	<u>Title</u> <u>Corporate Secretary</u>

**Type of Work Normally Performed:**

Commercial new and renovation, residential renovation

**Projects of this Type Previously Completed:**

1. Seminole County NSP - 315 Riunite Circle, Winter Springs **Amount** \$ 23,156
2. Orange County Library System, North Branch **Amount** \$ 28,901
3. Terminix Orlando, over 3000 renovations completed ranging **Amount** \$ from 200 to \$20,000

**References for Projects listed above:**

1. Buddy Balagia

bbalagia@seminolecountyfl.gov **Tel. No.** 407-665-2389

2. Steve Powell

powell.steve@ocls.info **Tel. No.** 407-835-7659

3. Kevin Kelly

kkelly@terminix.com **Tel. No.** 407-816-3800

**Financial** \_\_\_\_\_

**Status:** financially sound

**Equipment:** full stock of carpentry tools, generators, etc.

**Number of Personnel Currently Employed:** 10

**Number of Personnel Available for Project:** 6

**Other Pertinent Information:** Ruby Builders is an approved Construction Manager for the following

Neighborhood Stabilization Programs: Orange County, Osceola County, Brevard County and Seminole County.

Ruby will hire Axios Construction Services to provide LEED certification. See resume section.

**Qualifications of Personnel.** It is essential that the project be supervised and carried out by personnel possessing training and experience appropriate to the nature of the project. The bid submitted by Contractor must include documentation of the professional qualifications of the key personnel to be employed.

Such documentation shall include, but not be limited to:

- (1) resumes of academic training and employment in the applicable field;
- (2) evidence of possession of required licenses or business permits.

**NOTE:** Proposer may submit separate statement of experience with additional information. (Attach to this page)

## Jeff Suberman

3939 Silver Star Road  
Orlando, FL 32808  
407-293-8217 X110  
Fax 407-293-6481  
Cell 407-529-8328  
jeffsuberman@rubybuilders.com



**Summary** Jeff Suberman is a second-generation builder with more than 30 years of construction experience in Central Florida. He has completed more than \$250 million of Florida school projects. As Project Manager he will play a hands-on role in implementing this project. As president of Ruby Builders, he has the authority to make business commitments for the team, and thus will be able to expedite the delivery of our comprehensive construction management services.

### Areas of Expertise

- Project Management
- Design Review
- Budget Estimating
- Change Order Negotiation
- Value Engineering/Cost Control

### Education and Certifications

BA, Univ of South Florida, Continuing Education Courses  
Registrations: Licensed GC CGC017011 state of Florida, member ABC

### Experience

#### *Seminole County Neighborhood Stabilization Program*

\$86,602 92

- Project Manager
- Purchase, renovation and resale of single family homes through the Neighborhood Stabilization Program. To date, four homes under contract.

#### *Cocoa High School, School Board of Brevard County*

\$110,669

- Project Manager
- Interior renovations to existing school, occupied campus, completed under continuing contract to School Board of Brevard County, on time, within budget.

#### *North Branch, Orange County Library System*

\$28,901

- Project Manager
- Exterior Site Modifications and ADA removal of barriers completed under contract to Orange County Library System, on time, within budget.

#### *Poinciana, Hickory Tree and Neptune schools, Osceola County Public Schools*

\$442,093

- Project Manager
- Repairs and renovations to doors, hardware, painting and landscaping, completed under continuing contract to Osceola County Schools

#### *Reroofing Pavillions at Mary Bethune Beach Park, Volusia County, Florida*

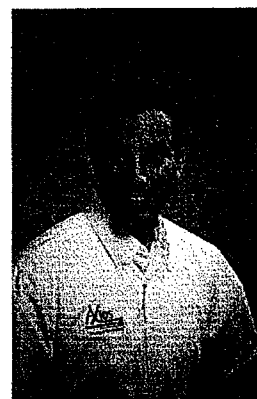
\$22,425

- Project Manager
- Reroofing of 3 pavillions at the Bethune Beach Park under continuing contract with Volusia County

## Axios Construction Services (subcontractor)

### Rida Sadrack, LEED® AP

241 Shady Holly Lane  
Casselberry, FL 32707  
407-947-0843  
Fax 321-422-5678  
ridasadrack@axioscs.com



**Summary** Rida is a **LEED® Accredited Professional** who will provide consultation as needed on the City of Deltona projects to Jeff Suberman at Ruby Builders, Inc

### Areas of Expertise

- **LEED® Accredited Professional**
- 100% Minority Certified Construction Management Company
- Local Developing Company

### Education and Certifications

BS Material Engineering, University of Florida  
Masters in International Building, Construction Management  
Registrations: Licensed GC CGC1515535 state of Florida, OSHA 10 Hour Certification, CPR and First Aid, LEED® Certification

### Experience

- |  |                     |
|--|---------------------|
| <i>Apopka HS Replacement, Orange County Public Schools</i>   | <b>\$75 million</b> |
| <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Schedule coordination, cost control, contract issuance</li> </ul>            |                     |
| <i>Colonial 9<sup>th</sup> Grade Center, Orange County Public Schools</i>  | <b>\$21.7 mil</b>   |
| <ul style="list-style-type: none"> <li>• Asststant Project Engineer</li> <li>• Schedule coordination, cost control, contract issuance</li> </ul> |                     |
| <i>Arnold Palmer Women &amp; Infants Hospital</i>  | <b>\$17 mil</b>     |
| <ul style="list-style-type: none"> <li>• Project Engineer</li> <li>• Schedule coordination, cost control, contract issuance</li> </ul>           |                     |

AC# 3813866

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L080611

DATE	BATCH NUMBER	LICENSE NBR
06/11/2008	077055489	CGC017011

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2010

SUBERMAN, ALEC J  
RUBY BUILDERS INC  
3939 SILVER STAR ROAD  
ORLANDO FL 32808

CHARLIE CRIST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHUCK DRAGO  
INTERIM SECRETARY



# U.S. Green Building Council

HEREBY CERTIFIES THAT

## Rida Sadrack

HAS ACHIEVED THE DESIGNATION OF

### LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICES  
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY  
AND ENVIRONMENTAL DESIGN (LEED) GREEN BUILDING RATING SYSTEM.

A handwritten signature in black ink, appearing to read "S. Richard Fedrizzi".

Chairman

Date Issued  
April 16, 2007

A large, stylized handwritten signature in black ink, appearing to read "S. Richard Fedrizzi".

S. Richard Fedrizzi, President, CEO and Founding Chairman

Printed on 50% Recycled Paper / 100% post-consumer waste with vegetable based ink.



## BID FORM

**Provide pricing for the following services:**

SERVICE	COST
Review Inspection Report and determined whether or not the recommendations from the Inspector are acceptable and define a Scope of Work for each project based on the Inspection Report and any additional work that may be required	\$ 295.00
Review Bid received from General Contractor and Attend pre-construction meeting	\$ 95.00
Inspect and Review each Draw submitted by General Contractor and approve payment	\$ 95.00
Weekly Progress Meeting/Inspection at jobsite	\$ 195.00
Bi-Weekly Progress Report to the City	\$ 50.00
Hourly Rate for other services/ie: meetings, processing change orders, etc.	\$ 72.00/hour

**CITY OF DELTONA  
2345 PROVIDENCE BOULEVARD  
DELTONA, FLORIDA 32725**

NOT APPLICABLE

**PROOF OF EXEMPTION**

I certify that \_\_\_\_\_  
(Business Name)

located at \_\_\_\_\_  
(Street Address) (City)

is the type of business indicated below:

Charitable, Non-Profit Organization  
Religious Institution  
Insurance Adjuster, Agent or Company  
Pharmacist/Pharmacy  
Radio/Television Station  
Agricultural  
Sale of items grown on own land  
Sale of Alcoholic Products only  
Child Care – Residential  
Residential Rentals over 6months  
Commercial Rentals  
Door to Door/Peddler Sales  
Other \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

A business that falls under one of the exempt classifications listed above is not required to have a City of Deltona Business Tax Receipt. Include proof of exemption

**BID 10015**  
**CONFLICT OF INTEREST DISCLOSURE**

**I HEREBY CERTIFY that**

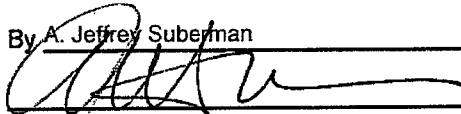
1. I, (printed name) A. Jeffrey Suberman, am  
the (title) President and the duly authorized representative of  
the firm of (Firm Name) Ruby Builders, Inc. whose address is  
3939 Silver Star Road Orlando FL, and that I possess the legal authority to make this affidavit  
on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,  
real or apparent, due to ownership, other clients, contracts, or interests associated with this  
project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any  
corporation, firm, or person submitting a bid for the same services, and is in all respects fair  
and without collusion or fraud.

**EXCEPTIONS to items above**

(List): none

By A. Jeffrey Suberman

Date 5/6/2010



(Signature)

By A. Jeffrey Suberman, President  
Corporate Officer Name & Title

STATE OF Florida

COUNTY OF Orange

Sworn to and subscribed before me this 6th day of May, 2010,  
by A. Jeffrey Suberman, who is personally known to me  
or who has produced n/a as identification.

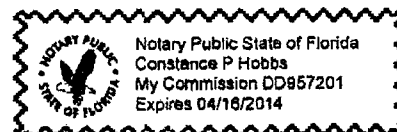
Constance P. Hobbs

NOTARY PUBLIC - STATE OF Florida

Type or print name:

Constance P. Hobbs

(Seal)



**BID 10015**

**Notification Regarding Public Entity Crime and Discriminatory Vendor List  
Requirements and Disqualification Provision**

**A** Pursuant to Florida Statutory requirements, potential Respondents are notified:

**287.133(2)(a)** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**287.133(2)(b)** A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

**287.134(2)(a)** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

**287.134(2)(b)** A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

**B** By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

**C** In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

**D** Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

## **COMPLIANCE WITH DAVIS BACON AND RELATED ACTS**

Information regarding Davis Bacon and Related Acts can be found on the following websites:

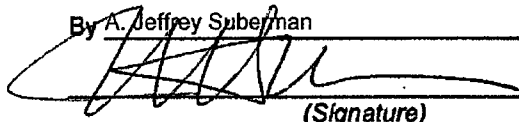
<http://www.dol.gov/esa/whd/contracts/dbra.htm>

<http://www.dol.gov/PrinterFriendly/PrinterVersion.aspx?url=http://www.dol.gov/esa/whd/programs/dbra/WD10Instrctns/wd10instructions.htm>

By signing below, I, as legal representative of my firm, agree to comply with all Davis Bacon and Related Acts (DBRA), as well as follow all of the procedures, rules, and regulations of the Wage and Hour Division of the United States Department of Labor.

By A. Jeffrey Suberman

Date 5/6/2010



(Signature)

By A. Jeffrey Suberman, President

Corporate Officer Name & Title

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**BID 10015 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEIGHBORHOOD  
STABILIZATION PROGRAM AND THE HOUSING PROGRAMS WITHIN THE COMMUNITY  
DEVELOPMENT DIVISION  
Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

**TO BE COMPLETED BY THE GENERAL CONTRACTOR**

- 1) The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors):
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

A. Jeffrey Supermar, President

Name and Title

Signature

Ruby Builders, Inc.

Firm

3939 Silver Star Road

Street address

Orlando, FL 32808

City, State, Zip

5/6/2010

Date

**BID 10015  
DRUG-FREE WORK PLACE**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

Ruby Builders, Inc. \_\_\_\_\_ does:  
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

A. Jeffrey Suberman

Name  
President

Title  
Ruby Builders, Inc.

Firm  
3939 Silver Star Road

Street Address  
Orlando, FL 32808

City, State, Zip  
5/6/2010

Date

Signature

**BID 10015**  
**FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEIGHBORHOOD**  
**STABILIZATION PROGRAM AND THE HOUSING REHABILITATION PROGRAM**

**ADDRESS TO:**  
**THE CITY OF DELTONA**  
**KATE KRAUSS, PURCHASING MANAGER**  
**2345 PROVIDENCE BLVD.**  
**DELTONA, FLORIDA 32725**

**I acknowledge receipt of Addenda No.(s) 1 and 2 -**  
**I have included:**

- Contractor Information Sheet
- Statement of Experience in Construction Management with References
- Bid Form
- ~~Hold Harmless Agreement~~ ---- does not apply
- Conflict of Interest Form
- Public Entity Crime Form
- Compliance with Davis Bacon Act Form
- Certification regarding Debarment, Suspension or other Responsibility Matters
- Drug Free Workplace Form
- Non-Collusive Affidavit

**(Check mark items above, as a reminder that they are included.)**

**Mailing Address:** 3939 Silver Star Road, Orlando, FL 32808

**Telephone:** 407-293-8217

**Fax:** 407-293-6481

**Date:** 5/6/2010

**Signed:** 

**Printed Name:** A. Jeffrey Suberman

**Title:** President, Ruby Builders, Inc.



### NON-COLLUSION AFFIDAVIT

I, A. Jeffrey Suberman, depose and say that:

1. I am President of the firm of Ruby Builders, Inc.,  
the firm submitting the response described in this Request for Proposals for: RFP 10015

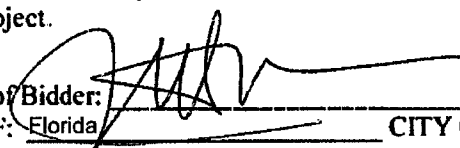
~~RFP 8934~~ General Contractor Services and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Deltona relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Bidder: 

Date: 5/6/2010

STATE OF: Florida

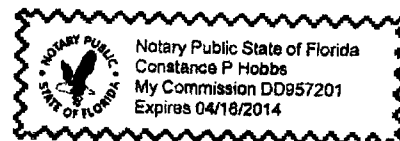
CITY OF: Orlando

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
who, after first being sworn by me, (name of individual signing) affixed his/her signature in the  
space provided above on this May 6 day of 2010

NOTARY PUBLIC

Constance P. Hobbs

My Commission Expires: 04/16/2014



**CITY OF DELTONA  
ADDENDUM #1  
BID # 10015  
CONSTRUCTION ADMINISTRATION SERVICES**

---

The City is opening up the bid for companies that are Licensed Building Inspectors that also have experience in all aspects of the Construction Management process and have experience working with NSP/CDBG Programs. Proof of experience must be submitted in accordance with bid documents.

**ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.**

**RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED**

Ruby Builders, Inc.

NAME OF BUSINESS

BY: 

5/6/2010

SIGNATURE/DATE

A. Jeffrey Suberman, President

NAME & TITLE, TYPED OR PRINTED

3939 Silver Star Road

MAILING ADDRESS

Orlando, FL 32808

CITY, STATE, ZIP CODE

(407) 293-8217 X110

AREA CODE AND TELEPHONE NUMBER

**CITY OF DELTONA  
ADDENDUM #2  
BID # 10015  
CONSTRUCTION ADMINISTRATION SERVICES**

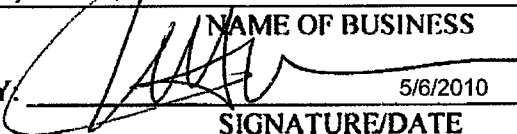
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1. Are you anticipating several houses needing construction management at the same time? – Yes, there will be multiple houses to manage at the same time. You will be overseeing the General Contractors on each unit.
2. If so would the pre-construction meetings be scheduled on the same day? – Yes, for efficiency, it would be better to have one pre-con. However, these units will be provided in rotation, so that may not happen as such.
3. Does the weekly progress/inspection meeting on site involve anyone other than the construction manager? – The Construction Manager with the General Contractor and any of his subs, if needed.
4. Is the day for this inspection determined by the construction manager? – Yes
5. Are the bi-weekly progress reports to the city e-mailed, regular mail, in person? – We will accept e-mailed copies, already signed.
6. If in person, how is that scheduled? – N/A
7. Do we have any information on the value of the projects pre-bid? A range of values? A job for minor exterior wood repair and painting does not require the time that a project that included mold remediation, structural stabilization, replacement of all major systems, etc would be more time consuming. – A unit cost list was created by the local contractors. This has been reviewed by the City's Building Official and needs to be approved by the CM.
8. Are you looking for an hourly cost? – A Bid Form is included on Page 12 that must be completed and submitted with your bid.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Ruby Builders, Inc.

BY:  5/6/2010  
NAME OF BUSINESS  
SIGNATURE/DATE

A. Jeffrey Suberman, President

NAME & TITLE, TYPED OR PRINTED

3939 Silver Star Road

**MAILING ADDRESS**

Orlando, FL 32808

**CITY, STATE, ZIP CODE**

(407 ) 293-8217

**AREA CODE AND TELEPHONE NUMBER**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID NN  
RUBB001DATE (MM/DD/YYYY)  
04/29/10

<b>PRODUCER</b> Huckleberry, Sibley & Harvey, Ins. & Bonds, Inc. CORPORATE 1020 N Orlando Ave #200 Maitland FL 32751 Phone: 407-647-1616 Fax: 407-628-1635	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b>  Ruby Builders, Inc. Jeffery Suberman 3939 Silver Star Rd. Orlando FL 32868-0099	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Amerisure Insurance Company INSURER B: Amerisure Mutual Insurance Co INSURER C: INSURER D: INSURER E:	<b>NAIC #</b> 19488 23396

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	GL 200638900	01/15/10	01/15/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blkt Addl Insd				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
					Emp Ben. 1,000,000
A	<b>AUTOMOBILE LIABILITY</b>	CA 2005890	01/15/10	01/15/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AGG \$
A	<b>EXCESS / UMBRELLA LIABILITY</b>	CU 2005892	01/15/10	01/15/11	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$0				\$
					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC200589304	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>OTHER</b>	CPP 2005891	01/15/10	01/15/11	Per Item 50,000
	Rented/Leased Equipment				Per Loss 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

<b>CITYDEL</b>  City Of Deltona 2345 Providence Blvd Deltona FL 32725	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2009/01)

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## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SERVICE	GLE Associates, Inc.	Guardian Community Resource Management, Inc.	The Hardy Group, inc.	Johnson-Laux Const.	Robertson Homes, Inc.	Ruby Builders, Inc.
Review Insepection reprot and determine whehter or not the recommendations from the Inspector are acceptable and define a scope of Work for each project based on the Inspection Report and any additional work that my abe required	*\$200/report review	\$100/hour	\$ 560.00	\$48.50/hour Project Mngr. \$38.50/hr Asst PM \$28.50/hr Admin/Clerical - Estimated Cost \$776.80 per report	\$30/hour	\$ 295.00
Review Bid received from General Contractor and attend pre-construction meeting	\$500/pre-construction	\$100/hour	\$ 600.00	\$48.50/hour Project Mngr. \$38.50/hr Asst PM \$28.50/hr Admin/Clerical - Estimated Cost \$792.00 per report	\$30/hour	\$ 95.00
Inspect and Review each Draw submitted by General contractor and approve payment	\$350/draw	\$100/hour	\$ 340.00	\$48.50/hour Project Mngr. \$38.50/hr Asst PM \$28.50/hr Admin/Clerical - Estimated Cost \$194.20 per report	\$30/hour	\$ 95.00
Weekly Progress Meeting/Inspection at jobsite	\$400/jobsite	\$100/hour	\$ 560.00	\$48.50/hour Project Mngr. \$38.50/hr Asst PM \$28.50/hr Admin/Clerical - Estimated Cost \$396.00 per report	\$30/hour	\$ 195.00
Bi-Weekly Prgress Report to the City	\$500/report	\$100/hour	\$ 300.00	\$48.50/hour Project Mngr. \$38.50/hr Asst PM \$28.50/hr Admin/Clerical - Estimated Cost \$198.00 per report	\$30/hour	\$ 50.00
Hourly Rate for other services/ie: meetings, processing change orders, etc.	\$75/hour	\$100/hour	\$ 80.00	\$48.50/hour Project Mngr. \$38.50/hr Asst PM \$28.50/hr Admin/Clerical	\$30/hour	\$ 72.00

Attachment number 4  
Page 1

<p><b>Submit RFP to:</b></p> <p><b>CITY OF DELTONA</b></p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p><b>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</b></p>	<p><b>BID# 10015</b></p> <p><b>CONSTRUCTION ADMINISTRATION SERVICES</b></p>
<p><u>Contact:</u></p> <p>Kate Krauss, Purchasing Manager</p> <p>Phone: (386) 878-8100</p> <p>Fax: (386) 878-8571</p>	<p><b>RESPONDENTS</b></p> <p>NAME: <u>GLE Associates, Inc.</u></p> <p>_____</p> <p>_____</p>
<p><u>Responses Due Date &amp; Time:</u></p> <p><b>THURSDAY, MAY 6, 2010</b></p> <p><b>AT 2:00 P.M.</b></p>	<p><b>MAILING ADDRESS:</b> _____</p>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 2nd Floor Conference Room</p> <p>2345 Providence Blvd., Deltona, FL 32725</p>	<p><u>1320 N. Semoran Blvd., Suite 203</u></p> <p><u>Orlando, FL 32807</u></p> <p><u>Phone#: 407-658-4151</u></p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION**

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Respondents shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the RFP# and title. Companies shall submit **three typed copies and one unbound original (please do not use three ring binders)** of their response, complete with all supporting documentation. SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN OFFER BY THE COMPANY SUBMITTING RESPONSE. RFP responses which do not comply with these requirements may be rejected at the option of the City.

**CONTACT:** All prospective Respondents are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the Purchasing staff regarding this Request for Proposals or their response at any time during the RFP process. Any such contact shall be cause for rejection of your response. The RFP/RFQ process is not complete until an award is made.

**DELAYS:** The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify and attached to the RFP

bidders of all changes in scheduled due dates by written addendum

**EXECUTION OF RFP:** RFP must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Proposer in contractual obligations. Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original bid conditions and specifications cannot be changed or altered in any way. Altered RFP's will not be considered. Clarification of RFP's submitted shall be in letter form, signed by proposers and





*Plan. Design. Construct. Maintain.*

May 5, 2010

City of Deltona  
2345 Providence Blvd.  
Deltona, FL 32725  
Attn: Purchasing

**RE: Construction Administration Services, Bid #10015; GLE Proposal No.: 33145**

Dear Selection Committee:

As a full-service Florida-based facilities and environmental consulting firm, GLE is pleased to submit our proposal to provide Construction Administration Services for the City of Deltona. Supported by our track record and past performance, we are uniquely qualified to fulfill your needs.

Understanding that property and facilities consulting often requires a multi-disciplinary approach, GLE provides all of the key services in-house required to bring you a complete solution. Utilizing our licensed architects, engineers, general contractors and environmental professionals, we are uniquely equipped to ensure that all of the City of Deltona interests are addressed throughout the construction phases of your projects. GLE has worked with over 30 local government agencies and over 40 housing authorities in Florida, no other consultant can claim expertise in building standards provided by the Housing and Urban Development Department. Our professionals are equipped with specific knowledge and experience with HUD regulations, Hope VI funding, State Building Codes, Section 504 regulations and ADA/FAC regulations.

Recognizing our clients need to have professionals with extensive construction experience represent them during all phases of their construction projects, from initial inspection to final clearance, GLE developed a Facilities and Construction Management Services (F&CMS) division. This group is comprised of building professionals and construction consultants who have devoted their careers to successfully completing construction projects for hundreds of public and private sector entities throughout Florida. Headed up by Craig Gardei, AIA, LEED AP, GLE's F&CMS division includes professionals with the following specific expertise:

- Site development evaluation
- Construction cost estimating and budget management
- Contractor procurement
- Owner/Contractor Agreement requirements
- Critical Path schedule development and control
- Value Engineering & Alternate strategies
- Moisture intrusion control during construction
- Healthy indoor environmental project delivery

GLE commits Mr. Gardei and our other senior F&CMS professionals throughout the duration of this contract. The City of Deltona is in the business of providing quality, affordable living environments for residents in Deltona. The City of Deltona is not in the construction business. The firm you select for this contract will be your eyes and ears, assessing that the project is completed on time, within the available funding and in conformance with the standards that you envision. You will be relying on one organization to guarantee that these goals, your goals, are met.

Our related experience is perhaps best illustrated by our involvement with the Golden Acres development in Pompano Beach, Florida. As the Construction Consultant for the Housing Authority of Pompano Beach's (HAPB) development consultant TAG Associates, Inc., GLE provided construction monitoring services for the development of the 302 unit Golden Acres community. We provided full construction management services for this 30+ acre affordable housing project.

GLE Associates, Inc.

1320 N Semoran Boulevard | Suite 203 | Orlando Florida 32807 | 407-658-4151 | Fax 407-658-4410  
Tampa | Ft Lauderdale | Miami | Jacksonville | Gainesville | Atlanta | Houston | Los Angeles  
Architecture AA 0002369 • Engineer EB 0005483 • Asbestos ZA 0000034 • Geology 0000297

The City of Deltona  
May 5, 2010  
Page 2 of 2

Cost control is paramount for the successful completion of the City of Deltona projects. Our construction services division is in the marketplace. As such they have a working knowledge of the ever-changing cost of construction products and materials. This understanding provides them with the ability to recommend the most economic and constructable components, as well as systems and process at every design level. Additionally, they have the latest scheduling software to track each phase of the project.

GLE also operates an environmental division that will be able to address you asbestos and lead based paint needs **in-house**. This will reduce administration and coordination time, your asbestos/lead scope of work and remediation plan will coincide with the preparation of your preliminary inspection, allowing for a seamless process. GLE also has a fully equipped laboratory office ready to perform asbestos bulk sample analysis by polarized light microscopy (PLM) and phase contrast microscopy (PCM) air sample analysis. It has been accredited by the National Voluntary Laboratory Program (NVLAP) since 1991.

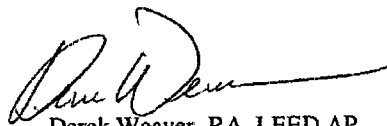
There is no substitute for experience. Since our firm's inception, GLE has provided Construction Administration services to hundreds of clients throughout Florida, as well as nationally. Details related to representative projects are presented throughout this proposal. Combined these projects represent over a hundred million dollars in construction annually, with individual residential projects of more than 500 units. Clients include municipal organizations, PHA's, private developers, lending institutions, school districts, religious organizations and REITS. We believe we have earned their trust and encourage you to contact our references listed within this proposal.

As a truly uniquely qualified firm, who understands *of all the needs* of the City of Deltona, GLE is proud to present our qualifications for your consideration, and we look forward to meeting with you to further discuss our capabilities.

Sincerely,  
GLE Associates, Inc.



Craig J. Gardei, AIA, LEED AP  
Director of Facilities &  
Construction Management Services



Derek Weaver, RA, LEED AP  
Manager of Architectural Services



## **Table of Contents**

### **Section 1**

Contractor Information Sheet

### **Section 2**

Statement of Experience in Construction Management

### **Section 3**

Bid Form

### **Section 4**

Licenses, Certification & Insurance

### **Section 5**

Required Forms



**CITY OF DELTONA  
CONTRACTOR INFORMATION SHEET**

The information below is required to complete your bid packet. Type or print only.

Company Name: GLE Associates, Inc.

Address 1: 1320 N. Semoran Blvd.

Address 2: Suite 203

City: Orlando

State: FL

Zip Code: 32807

Phone Number: 407-658-4151

Fax Number: 407-658-4410

Project Contact: Craig J. Gardei, AIA, LEED AP

e-mail address: cgardei@gleassociates.com

**Remittance (Payment) Mailing Information**

Address: 4300 W. Cypress Street, Suite 400

City: Tampa State: FL Zip Code: 33607

Phone Number: 813-241-8350

Fax Number: 813-241-8737

Project Contact: Craig J. Gardei, AIA, LEED AP

e-mail address: cgardei@gleassociates.com

Federal Tax ID No.: 59-2975164

Tax ID Type: ☒ Federal Tax ID ☐ Social Security Number

## STATEMENT OF EXPERIENCE IN CONSTRUCTION MANAGEMENT

Contractor: GLE Associates, Inc.

How Long In Business: 20 years At Current Address 16 years

### Principals:

Robert B. Greene, PE, PG, CIH, LEED AP Title President

Title

Title

### Type of Work Normally Performed:

Architecture, Engineering & Environmental Consulting

### Projects of this Type Previously Completed:

City of Coral Springs Weich Home Inspection/  
1. Estimating for Home Repair Community Redevelopment Amount \$ 2,000

Construction Consultant Pompano Beach  
2. Housing Authority Golden Square & Villas Amount \$ 120,298

Peninsula Bank Construction Representative  
3. Oasis of Cape Coral Condominiums Amount \$ 3,050

### References for Projects listed above:

1. City of Coral Springs

Arthur J. Resnik Tel. No. 954-344-1100

2. IAG Associates, Inc., Development Consultants

Bill Grindl Tel. No. 321-939-0990

3. Peninsula Bank

Joe DiDario Tel. No. 941-363-9116

Financial GLE has been a financially stable company for the past 20 years.

Status: We have the resources both human and financial to provide the services required for this contract.

Equipment: GLE does not intend to use equipment for this contract, aside from a camera to document inspections.

Number of Personnel Currently Employed: 67

Number of Personnel Available for Project: 5

Other Pertinent Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Qualifications of Personnel. It is essential that the project be supervised and carried out by personnel possessing training and experience appropriate to the nature of the project. The bid submitted by Contractor **must include** documentation of the professional qualifications of the key personnel to be employed.

Such documentation shall include, but not be limited to:

- (1) resumes of academic training and employment in the applicable field;
- (2) evidence of possession of required licenses or business permits.

NOTE: Proposer may submit separate statement of experience with additional information. (Attach to this page)



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## **Craig Gardei, AIA, LEED AP Project Manager**

### **Introduction**

Mr. Gardei has been involved in all aspects of the operation of architectural/construction consulting firms since 1982. His experience includes the inspection and evaluation of existing real estate portfolios for both public and private sector clients throughout the United States. In addition, he has extensive experience in providing forensic architectural services, roof consulting services, as well as construction oversight and management services for large-scale projects as well as multi-building construction programs.

As Director of Facilities and Construction Management Services for GLE, Mr. Gardei manages GLE's construction consulting and inspection services operations. In this capacity, he is responsible for overseeing each project manager's budget, scheduling, and project compliance. In addition to his overall operational responsibilities, Mr. Gardei serves as the client manager for several of GLE's multi-facility clients, including several national lending institutes, national insurance companies, numerous developers, and public sector entities including the Hillsborough County School District, St. Petersburg Housing Authority, Pompano Beach Housing Authority, and Hillsborough County Municipal Government.

### **Project Experience**

- More than 100 Property Condition Assessments for numerous clients nationwide
- More than 50 forensic architectural investigations
- Plan and cost review/inspection services for 15 major lending institutions (more than 225 projects)
- More than 75 Cause and Origin investigations for national insurance companies
- More than 40 campus-wide building envelope evaluations and remediation design for public school districts
- Numerous ADA, handicap accessibility compliance surveys
- HUD compliant Physical Needs Assessments for more than 30 public housing communities

### **Education**

B.D., University of Florida, 1981

### **Registrations**

- Professional Architect/AZ20120
- Certified Radon Mitigation Specialist/R1584
- Certified Radon Measurement Technician/R1569
- FHA Approved Building Inspector

### **Affiliations**

- American Institute of Architects (Florida Central Chapter)
- Florida Gulfcoast Commercial Association of Realtors
- Real Estate Investment Council

### **Licenses, Certifications & Continuing Education**

- AIA Florida ADA Compliance Training Program
- NCIAQ, Healthy Buildings Investigation Training Program
- Building Systems Inspector, TER, Inc., Tampa, Florida

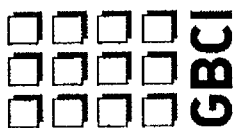
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## **Craig Gardei, AIA, LEED AP Project Manager**

- Project director for campus-wide surveys for Scope of Work development for 11 Hillsborough County School campuses
- Project director for campus-wide surveys for Scope of Work development for 14 Orange County Public Schools campuses
- Code compliance plan review and inspection services for numerous public and private sector clients
- Construction monitoring and management for numerous construction projects up to \$45 million in construction cost
- Project director for roof management and consulting services district-wide for Hillsborough County School District (over 20 million SF)
- Project director for hurricane hardening programs for 34 Hillsborough County Fire Stations
- Project director for campus-wide ADA surveys for the University of South Florida (67 buildings total)
- Hurricane hardening study and roof consulting services for the Tampa Bay Performing Arts Center







# GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

## Craig Gardei

HAS ACHIEVED THE DESIGNATION OF

### LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE  
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY  
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™



Shay R. hr  
Chairman

June 22, 2009  
Date Issued

Peter Templeton  
Peter Templeton, President

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based inks



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## **Victor Ricco**

### **Construction Inspector**

#### **Introduction**

Mr. Ricco has been involved in many aspects of the construction industry for over 30 years, managing all phases of construction. His experience at GLE initially involved serving as a project manager within our construction division, and included managing the construction of several large projects. He later moved into our Facilities and Roof Consulting Division providing plans and construction cost reviews, forensic building investigations, property condition assessments, physical needs assessments, roof consulting services and construction consulting for numerous clients. Representative clients include the Bob Sierra YMCA in Tampa, Lee County Housing Authority, St. Petersburg Housing Authority, Fifth Third and Southwest Capital Banks and Pinellas County Government.

#### **Education**

Construction Management, 1975,  
Montgomery Vocational School

#### **Certifications**

OSHA Safety Course

#### **Project Experience**

- More than 50 Property Condition Assessments for numerous clients nationwide
- Over 30 cause and origin investigations for national insurance companies
- Numerous roof evaluations and remediation design for Hillsborough County School District
- More than 20 ADA compliance surveys
- More than 10 forensic building investigations
- Construction administration and oversight services for Golden Square affordable housing project, \$24 million construction cost
- HUD compliant Physical Needs Assessment for West Palm Beach, Lee County and Pinellas County Housing Authorities
- Construction administration and oversight services for the St. Petersburg, Pinellas County and Clearwater Housing Authorities
- Plan and cost review/inspection services for 15 major lending institutions, more than 100 projects statewide
- Project Manager for Tampa's Museum of Science and Industry (MOSI) roof replacement and exterior painting & repairs





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## **Derek Weaver, RA, LEED AP Architect**

### **Introduction**

Mr. Weaver has more than eight years of experience in design, construction management and construction documents. As Manager of Architectural Services, Mr. Weaver contributes to project planning, design, construction documents, bidding and construction inspection services. He has provided these services on several educational projects, including major projects for both the Pinellas and Manatee County School Districts. He is a key team member in the reproduction and refinement of GLE's prototype middle school. Mr. Weaver is client manager for GLE's tract with Verizon Wireless overseeing the development of construction documents and inspecting facilities for more than 75 Verizon Wireless retail locations throughout Florida. In addition, he has provided inspection and design services on major renovation projects for the Pasco County Housing Authority's Cypress Manor, Hudson Hills, Cypress Villas I and II and Pasco Terrace Apartments. He is currently providing design services for the Pinellas County Housing Authority's French Villas, Lakeside Terrace and Saratoga Apartment renovations. He has also provided design and construction inspection services for the University of South Florida St Petersburg contract.

### **Additional Project Experience**

- Roof replacement for two communities (more than 25 buildings) for the Pasco County Housing Authority
- Construction Inspections for lending institutions throughout the Tampa Bay area
- Construction administration for renovations to the Hillsborough County Emergency Operations Center
- Construction administration of five buildings at Martha B. King Middle School for Manatee County Schools
- Roof replacement design and construction administration for the Bernice Johnson Administrative Services Building for Pinellas County Schools

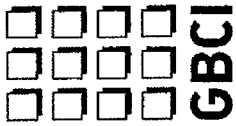
### **Education**

Bachelor of Science, Kent State  
University, 2001

Bachelor of Architecture, Kent State  
University, 2004

### **Continuing Education**

- Expansion Joint Covers,  
Construction Specialties, 2004
- Understanding Quartz Surfacing,  
Du Pont Surfacing, 2004
- Severe Storm AIA Presentation,  
2007



# GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

## Derek Weaver

HAS ACHIEVED THE DESIGNATION OF

### LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE  
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY  
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™



Jim R. hr  
Chairman

June 16, 2009  
Date Issued

Peter Tompleton  
Peter Tompleton, President

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based inks.



**STATE OF FLORIDA**

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF ARCHITECTURE & INTERIOR DESIGN**  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

**WEAVER, DEREK A**  
2610 2ND AVE SOUTH  
ST. PETERSBURG FL 33712

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

AC# 4261764

AR94673 02/12/09 000000000

**ARCHITECT**  
**WEAVER, DEREK A**

IS LICENSED under the provisions of Ch. 481 FS.  
Expiration date: FEB 28, 2011 L09021200035

DETACH HERE

AC# 4261764

**STATE OF FLORIDA**

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF ARCHITECTURE & INTERIOR DESIGN**

SEQ# L09021200035

DATE	BATCH NUMBER	LICENSE NBR
02/12/2009	000000000	AR94673

The ARCHITECT  
Named below IS LICENSED  
Under the provisions of Chapter 481 FS.  
Expiration date: FEB 28, 2011

**WEAVER, DEREK A**  
2610 2ND AVE SOUTH  
ST. PETERSBURG FL 33712

**CHARLIE CRIST**  
GOVERNOR

329  
DISPLAY AS REQUIRED BY LAW

**CHARLES W. DRAGO**  
SECRETARY



---

## **David A. Bostain, PE, LEED AP MEP Engineer**

### **Introduction**

Mr. Bostain has extensive experience in project management, mechanical design, plant operation and system interrelations. Capable of managing several concurrent projects, Mr. Bostain, a former licensed nuclear reactor operator has developed expert troubleshooting skills. Mr. Bostain is proficient at "hands-on" as well as theoretical applications and computer programming skills. Mr. Bostain is in charge of handling the engineering portion of various term contracts held with GLE and is LEED certified.

### **Project Experience**

**St. Petersburg Housing Authority** - Mr. Bostain serves as the Engineering Director of GLE's continuing services contract with SPHA. In this capacity he oversees all mechanical and electrical engineering assessment activities. He also has provided engineering design services for numerous modernizations and Section 504 compliance projects.

**Hillsborough County** - Mr. Bostain serves as project engineer for this ongoing Architectural/Engineering term contract with Hillsborough County. Projects have included a water intrusion assessment of the Museum of Science and Industry (MOSI). This included designing water resistant construction joints for the IMAX and Omni Phase facilities. Currently, Mr. Bostain is managing the engineering efforts for the renovation and 5,000 SF addition to the Hillsborough County Emergency Operating Center.

**Hillsborough County School District** - GLE currently serves as one of Hillsborough County School District's term contract Architects/Engineers. GLE was initially chosen to design, administer and serve as the construction management firm for a district-wide interior finish project. Mr. Bostain is leading the engineering efforts on a pre-renovation survey as a part of this ongoing term contract.

### **Education**

M.S., Mechanical & Aerospace  
Engineering, University of Virginia,  
1997

B.S., Liberal Studies, University of  
the State of New York, 1995

### **Registrations**

- Professional Engineer -  
FL No. 58558
- LEED Certification -  
C0F7C70A50

### **Publications**

- Potential Application of  
Aerogels for NBC Monitoring,  
1995
- Measurement of Water  
Deposition in Aerogel by  
Neutron Radiography, 1996
- Neutron Radioscopic  
Measurement of Water  
Adsorption Coefficients in  
Aerogels, 2002

### **Professional Affiliations**

- American Society of Heating,  
Refrigeration & Air Conditioning  
Engineers (ASHRAE)
- Member of National Fire  
Protection Association (NFPA)
- Member of Institute of Electrical  
and Electronics Engineers  
(IEEE)
- Member of Florida West Coast  
US Green Building Council  
(USGBC)

---

## **David A. Bostain, PE, LEED, AP MEP Engineer**

**St. Lucie County** – Under an ongoing Architectural/Engineering services term contract for St. Lucie County, GLE is currently working on two projects, a new branch library, consisting of 15,000 SF and a new concession area, office building and restroom facilities for the County Fairgrounds and Equestrian Arena. Mr. Bostain serves project engineer on these projects, which consist of site planning, space planning, design and construction documents. The total cost of this ongoing contract is estimated to be \$4,500,000.

**Department of Military Affairs (DMA)** – GLE has been contracted to design an addition to the Florida National Guard Armory vehicle maintenance facility in Haines City, Florida. This six bay facility will be used to maintain and repair National Guard vehicles. Mr. Bostain is leading the engineering efforts on this project, with diverse systems including a 15-ton overhead bridge crane, a vehicle wash, overhead lubrication system and overhead vehicle exhaust system.

**MacDill Air Force Base** – As senior mechanical engineer for Chugach Management Services, Mr. Bostain has performed planning and design work for multi-phase new construction, renovation and improvement projects for the MacDill Air Force Base. His recent projects include repairing a shopping center HVAC system, including cooling tower replacement, chilled water plant redesign and air handling unit controls upgrade. Mr. Bostain also repaired a Base Chapel including installation of new variable air volume systems and controls upgrade. He also designed mechanical systems for new housing developments on the Base, including multi-level homes, and upgraded a Central Command (CENTCOM) 300 ton chiller plant.

**MacDill Air Force Base – Central Command (CENTCOM)** – Mr. Bostain served as design engineer and project manager during construction of Central Command's 300-ton chiller plant upgrade. This project involved redesigning the chilled water system from a primary to a primary to secondary system and replacement of two chillers and three cooling towers. Redundancy was designed into the system with dual secondary chilled water pumps and cooling tower cross connect capability.



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## **David A. Bostain, PE, LEED, AP MEP Engineer**

### **MacDill Air Force Base – Special Operations Command Center (SOCCENT)**

**Headquarters** – Mr. Bostain served as design manager and project manager for this complex renovation of the building HVAC and electrical systems. The existing multi-zone air handling unit was removed and replaced with two VAV systems and two computer room systems. The scope also included asbestos abatement of 9 x 9 floor tiles and carpet. The project was phased to permit operations to continue in the building. Each floor was completed in its entirety before the next floor was vacated.

### **MacDill Air Force Base – Dormitory to Administration Building**

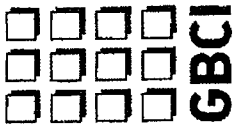
**Renovation** – Mr. Bostain served as construction project manager during the renovation of this three-story dormitory. The building walls and windows were removed and rebuilt to blast hardened conditions. All new plumbing, electrical, HVAC, fire alarm and fire suppression systems were installed.

**MacDill Air Force Base – PAX Terminal Renovation** – Mr. Bostain served as design manager and project manager for the renovation of an existing office building into an airport passenger terminal. This project included baggage handling conveyors, a new standing seam metal roof, and HVAC and electrical upgrades.

**Bay-Air Devices, Inc.** – As design engineer for Bay-Air Devices, Inc., Mr. Bostain performed thermodynamic design and mechanical design of rotary wheel energy recovery ventilators and machine controls. Mr. Bostain developed computer software to analyze energy recovery ventilators and heat exchangers and wrote catalogs and brochures used for marketing products and developing equipment specifications.

**Power Plant Electrical Operator** – Mr. Bostain served as a power plant operator for Virginia Power and the US Naval Nuclear Power Program. His responsibilities included the safe and efficient operation of the Nuclear Power Plants. While working with the Navy, Mr. Bostain supervised up to eight nuclear propulsion plant watch standers during plant operations, as well as seven electricians during steam plant testing.





# GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT


## David Bostain

HAS ACHIEVED THE DESIGNATION OF


### LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE  
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AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™

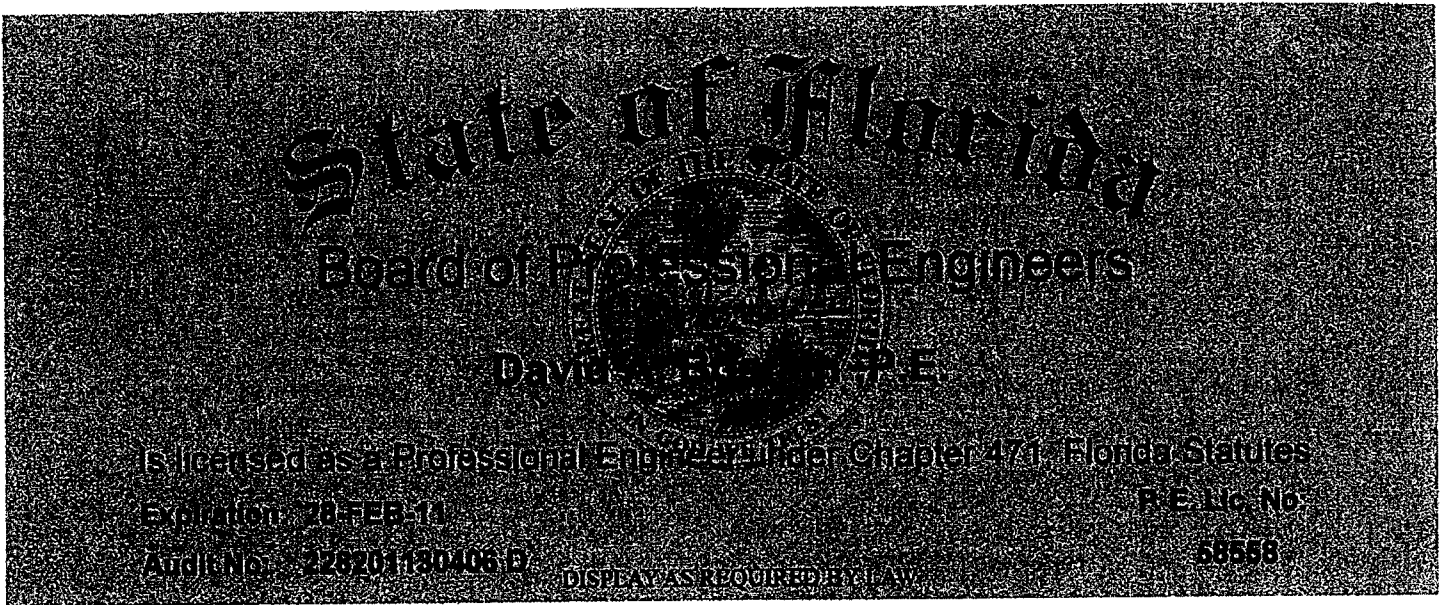


  
Chairman

May 9, 2008  
Date issued

  
S. Richard Pedrizzi, President and CEO

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based inks.





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## **Paul Zak, CIH**

### **Environmental Compliance**

#### **Introduction**

Mr. Zak has been involved in the environmental consulting field since 1999. He has a working knowledge of regulations and projects involving industrial hygiene, safety, asbestos, Lead, Industrial Air Quality, mold, Phase I Environmental Site Assessments, UST removal and ground water monitoring. As the North Florida Operations Manager, his duties include business development, project bidding and proposals, project execution, report writing and senior review for the Jacksonville, Gainesville and Orlando offices. Mr. Zak currently manages eight term contracts related to industrial hygiene, environmental assessment, health and safety, asbestos, Indoor Air Quality and lead consulting.

Mr. Zak has extensive experience with a wide variety of public, private and industrial clients. Recent clients have included the Federal Emergency Management Agency (FEMA), Department of Veteran Affairs, State of Florida Department of Environmental Protection, Alachua and Marion Counties, Panhandle Area Educational Consortium, Alachua, Citrus and Hernando County Schools, University of Florida, Lake City and Central Florida Community Colleges, Texas A&M, Shands Healthcare, Balfour Beatty Construction, CST Environmental, Hensel Phelps, General Growth Properties, Georgia Pacific, LVI Environmental Services, M-D Building Products, Parsons, BellSouth, The Pantry, Tower Sealants, Allstate, Nationwide and State Farm Insurance Companies and an extensive list of architectural, construction and engineering firms throughout the country.

#### **Project Experience**

**Georgia Pacific** – Mr. Zak is the Client Manager over this five-year term contract GLE was awarded in 2007. Services provided include lead surveys, mold investigations and the asbestos survey of the Palatka Mill, involving the collection and analysis of over 3,500 samples. Each sample was individually labeled then color coded bands were applied to the material to assist with the demarcation of asbestos throughout the facility. GLE has provided over \$400,000 in services to Georgia Pacific since 2007.

#### **Education**

B.S. Environmental & Forest Biology,  
State University of New York College  
of Environmental Science and  
Forestry at Syracuse, 1999

#### **Registrations**

- Certified Industrial Hygienist, #94396P
- EPA Lead Model Risk Assessor
- EPA Lead Model Inspector
- RMD XRF Certification LPA-1
- SCITEC XRF Certification
- OSHA 40-Hour HAZWOPPER 29 CFR 1910.120
- AHERA Asbestos Facility Survey & Building Systems Inspector
- AHERA Asbestos Abatement Contractor/Supervisor
- AHERA Management Planner
- AHERA Project Designer
- NIOSH 582, Sampling & Evaluating Airborne Asbestos Dust
- OSHA Respiratory Protection 29 CFR 1910.134

#### **Affiliations**

- Member of American Industrial Hygiene Association
- Member of American Society of Safety Engineers
- Diplomate of the Academy of Industrial Hygiene

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## **Paul Zak, CIH Environmental Compliance**

**NASA/Kennedy Space Center** – Mr. Zak has provided senior technical industrial hygiene services for this contract GLE was awarded in 2007 with LVI environmental services, for the renovations at the Operations and Checkout Facility at the Kennedy Space Center. GLE has provided over \$60,000 in third party industrial hygiene services to LVI in support of this project. GLE was also awarded a time and materials contract with Hensel Phelps to provide industrial hygiene and environmental consulting services for the various trades that are performing the renovations of this historic facility. GLE has provided over \$25,000 in services to Hensel Phelps in support of this project.

**University of Florida** – Mr. Zak is currently the client manager of the current three-year term contract with the University of Florida. He has managed and conducted various asbestos/lead inspection and abatement activities, radon testing, industrial hygiene sampling, Indoor Air Quality building commissioning and environmental site assessments throughout the campus and extension offices around the State. Under GLE's direction, more than 600 projects have been successfully completed for UF involving the abatement of approximately 100,000 square feet of asbestos containing fireproofing and over 500,000 square feet of asbestos containing floor tile. The total cost for this on going term contract held by GLE since 1997 is over \$1,000,000.

**Texas A&M** – Mr. Zak has provided Certified Industrial Hygiene services for Texas A&M. Services include the investigation and evaluation of over 200 types of confined spaces throughout the main campus. GLE also composed a site-specific confined space program and Mr. Zak conducted the training of over 80 TAMU staff on the new campus policy. He is also provided senior review on the revised TAMU campus wide health and safety plan. GLE has provided nearly \$40,000 in services to TAMU.

**Citrus County School District** – Mr. Zak is currently the client manager for this term contract that GLE has held since 1996. GLE has completed over 240 projects, ranging from asbestos/lead inspections/monitoring, USI removals/closures, initial source remediation, contamination assessment and remediation for petroleum products, Indoor Air Quality consulting and radon measurement and mitigation. The total estimated cost of the term contract is over \$1,000,000.

**Florida Department of Transportation, District V** – Mr. Zak is currently the client manager for this term contract that GLE has held since 2002. He has managed and conducted asbestos inspections and asbestos abatement project monitoring for more than 75 Right-of-Way projects for the District.



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## **Paul Zak, CIH**

### **Environmental Compliance**

**M-D Building Products** – Mr. Zak managed and performed industrial hygiene work at five facilities comprised of approximately 2,000,000 square feet of manufacturing area and 250 employees. Assessments included OSHA compliance for employee exposure sampling for noise, chemicals, job safety analysis, and confined space. He also performed octave band analysis on various machinery to determine proper noise engineering controls, the resulting noise evaluation report is currently being utilized by OSHA Region VI as a best management practice.

**Department of Veteran Affairs** – Mr. Zak routinely manages and performs a wide range of building science services, including Indoor Air Quality, asbestos inspections, air monitoring and project management of various facility renovation projects.

**Shands HealthCare** – Mr. Zak routinely manages and performs various services, including asbestos inspections, air monitoring and project management of various facility renovation projects. Recently, he has managed and conducted an asbestos survey of the 12-story former University Hotel in Gainesville.

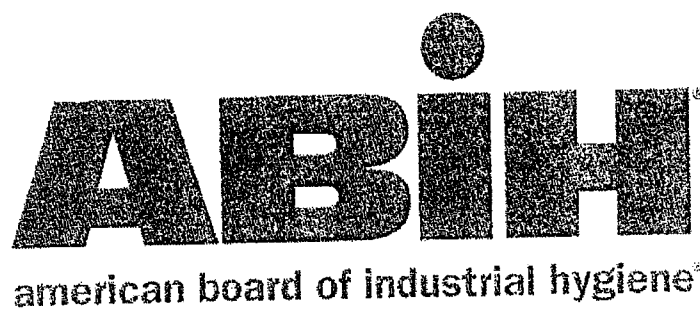
**General Growth Properties, Inc.** – Mr. Zak has provided asbestos inspection and monitoring services for over 100 individual surveys for General Growth Properties' retail mall facilities located throughout Florida.

**Allstate/State Farm/Nationwide/Tower Hill/Allstate Insurance** – Mr. Zak has managed and performed preliminary mold investigations and post mold remediation confirmation testing for private residences, as well as industrial and commercial facilities.

**Parsons** – Mr. Zak has managed various asbestos/lead inspections, mold investigations, Indoor Air Quality testing and hazardous material identification at several Air Force bases and Bell South facilities throughout Florida.

**General Electric** – Mr. Zak has managed and oversaw the dismantling, cleaning and removal of hazardous material manufacturing tanks at the sealants and adhesives facility in New Smyrna Beach, Florida.





organized to improve the practice of industrial hygiene  
proclaims that

*Paul S. Zak*

having met all requirements through  
education, experience and examination,  
is hereby certified in the

**COMPREHENSIVE PRACTICE  
of  
INDUSTRIAL HYGIENE**

and has the right to use the designations

**CERTIFIED INDUSTRIAL HYGIENIST**

**CIH**

Certificate Number: 9439 CP

Awarded: April 28, 2008

Expiration Date: June 1, 2014

Chair ABIH

Executive Director ABIH

## BID FORM

**Provide pricing for the following services:**

SERVICE	COST
Review Inspection Report and determined whether or not the recommendations from the Inspector are acceptable and define a Scope of Work for each project based on the Inspection Report and any additional work that may be required	\$ <u>*200.00/report review</u>
Review Bid received from General Contractor and Attend pre-construction meeting	\$ <u>500.00/pre-construction</u>
Inspect and Review each Draw submitted by General Contractor and approve payment	\$ <u>350.00/draw</u>
Weekly Progress Meeting/Inspection at jobsite	\$ <u>400.00/jobsite</u>
Bi-Weekly Progress Report to the City	\$ <u>500/report</u>
Hourly Rate for other services/ie: meetings, processing change orders, etc.	\$ <u>.75/hour</u>

\*Does not include site visit to verify existing conditions.



# 4 Licenses, Certification, & Insurance

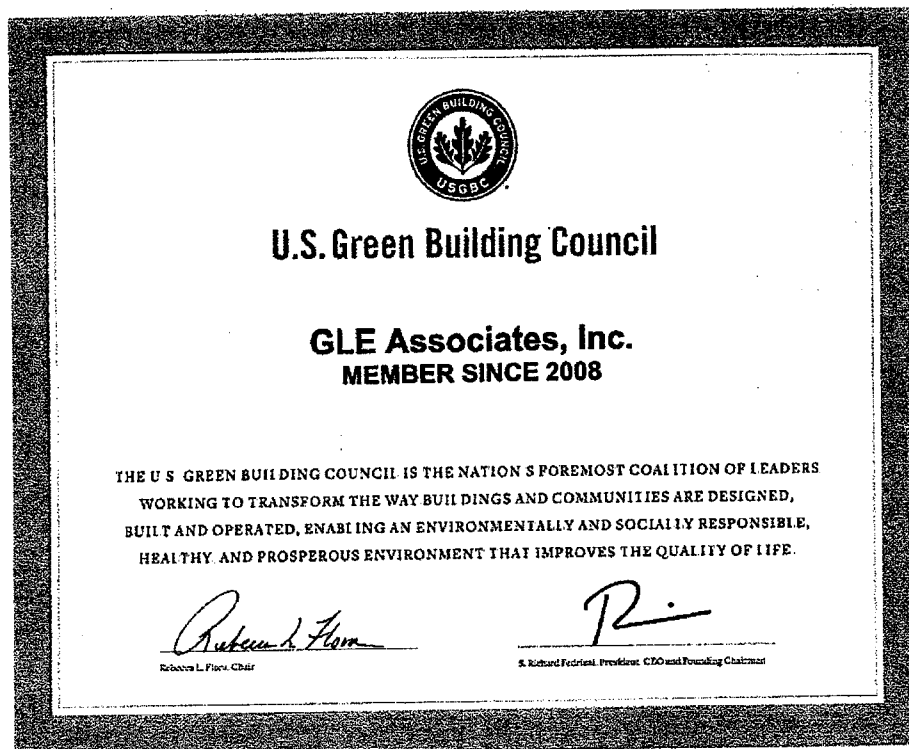


**GLE**  
Facilities and Environmental  
Consultants

## GLE General Contractor License

AC# 3955403			STATE OF FLORIDA	
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD				
			SEQ# L08082802124	
DATE	BATCH NUMBER	LICENSE NBR		
08/28/2008	088015321	CGC047543		
The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489, FS. Expiration date: AUG 31, 2010				
GREENE, ROBERT BLAIR GLE ASSOCIATES INC 3109 W. DR. MARTIN LUTHER KING JR. SUITE 550 TAMPA FL 33607				
CHARLIE CRIST GOVERNOR		CHARLES W. DRAGO SECRETARY		
DISPLAY AS REQUIRED BY LAW				

## GLE LEED License





# Licenses & Certification, & Insurance

## GLE Architecture License

AC# 4249204

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ARCHITECTURE & INTERIOR DESIGN

SEQ# L09020500597

DATE	BATCH NUMBER	LICENSE NBR
02/05/2009	080353331	AA0002369

The ARCHITECT CORPORATION  
Named below IS CERTIFIED  
Under the provisions of Chapter 481 FS.  
Expiration Date: FEB 28, 2011

G. L. E. ASSOCIATES, INC.  
3109 W. DR. M. L. KING JR., BLVD.  
SUITE 150  
TAMPA FL 33607

CHARLIE CRIST  
GOVERNOR

CHARLES W. DRAGO  
SECRETARY

DISPLAY AS REQUIRED BY LAW

## GLE Engineering License

State of Florida  
Board of Professional Engineers  
GLE Associates, Inc.

is authorized under the provisions of Section 471, Florida Statutes, to offer engineering services  
to the public through a Professional Engineer who is licensed under Chapter 471, Florida Statutes

Expiration: 28 Feb 11  
Audit No: 2282011739

Certificate of Authorization  
DISPLAY AS REQUIRED BY LAW

CA No: 5483



## Licenses & Certification, & Insurance

### GLE Asbestos License

AC# 4711672			STATE OF FLORIDA	
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ASBESTOS LICENSING UNIT				
SEQ# L09110501868				
DATE	BATCH NUMBER	LICENSE NBR		
11/05/2009	090218240	ZA0000034		
The ASBESTOS BUSINESS ORGANIZATION Named below IS LICENSED Under the provisions of Chapter 469 FS. Expiration date: NOV 30, 2011				
GLE ASSOCIATES INC GREENE, ROBERT B 3109 DR MARTIN LUTHER KING BLVD SUITE 550 TAMPA FL 33607				
CHARLIE CRIST GOVERNOR			CHARLES W. DRAGO SECRETARY	
DISPLAY AS REQUIRED BY LAW				

### GLE Lead License

## United States Environmental Protection Agency

This is to certify that

GLE Associates Inc.  
has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402(a)(1) and has received certification to conduct  
lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

Florida

This certification is valid from the date of issuance and expires February 17, 2012

FL-2080-2

Certification #

FEB 17 2012

Issued On

Jeanne M. Gettle, Chief

Pesticides and Toxic Substances Branch



## Licenses & Certification, & Insurance

### GLE Corporate Charter

# State of Florida

## Department of State

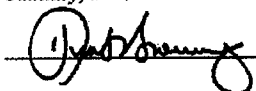
I certify from the records of this office that GLE ASSOCIATES, INC is a corporation organized under the laws of the State of Florida, filed on September 12, 1989.

The document number of this corporation is L15949.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on January 5, 2010, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the Sixth  
day of January, 2010*



**Secretary of State**



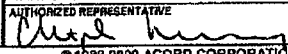
Authentication ID: 300164580903-010610-1 15949

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed  
<https://efile.sunbiz.org/certauthver.html>



# Licenses & Certification, & Insurance

GLE Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		OP ID JN GLIAS-1	DATE (MM/DD/YYYY) 12/28/09
<b>PRODUCER</b> Paragon Insurance Service Inc. 2945 Horizon Park Drive Ste C Suwanee GA 30024 Phone: 770-831-5669 Fax: 770-831-3363		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b> G L E Associates, Inc. 3109 W. Dr. MLK, Jr. Blvd., Suite 550 Tampa FL 33607		<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		INSURER A: Endurance American Spec.		41718	
		INSURER B: Hanover Insurance Co.		22292	
		INSURER C: Ntl Uni Fire Ins/Pitts PA		19445	
		INSURER D:			
		INSURER E:			
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
<b>A</b> <b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CPL- Claims Made <input checked="" type="checkbox"/> Prof- Claims Made GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC	RCC101004826-01	12/31/09	12/31/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000	
<b>B</b> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AHA 4707991 01	12/31/09	12/31/10	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
<b>Garage Liability</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
<b>A</b> <b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	EXS101004827-01	12/31/09	12/31/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$	
<b>C</b> <b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	5318792	12/31/09	12/31/10	<input checked="" type="checkbox"/> WC STATUTE LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS</b> Professional Liability Retro Date 1/29/91/ Contractors Pollution Liability Retro Date 1/25/96 - Excess Policy includes coverage for Prof. & CPL Liability					
<b>CERTIFICATE HOLDER</b> Evidence of Insurance		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2009/01)

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**BID 10015  
CONFLICT OF INTEREST DISCLOSURE**

I HEREBY CERTIFY that

1. I, (printed name) Robert B. Greene, PE, PG, CIH, LEED AP, am  
the (title) President and the duly authorized representative of  
the firm of (Firm Name) GLE Associates, Inc. whose address is  
1320 N. Semoran, Suite 203  
Orlando, FL 32807, and that I possess the legal authority to make this affidavit  
on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,  
real or apparent, due to ownership, other clients, contracts, or interests associated with this  
project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any  
corporation, firm, or person submitting a bid for the same services, and is in all respects fair  
and without collusion or fraud

EXCEPTIONS to items above

(List): \_\_\_\_\_

By \_\_\_\_\_

Date 5/5/2010

Robert B. Greene  
(Signature)

By Robert B. Greene, PE, PG, CIH, LEED AP President  
Corporate Officer Name & Title

STATE OF FL

COUNTY OF Hillsborough

Sworn to and subscribed before me this 5th day of May, 20 10,  
by Robert B. Greene, who is personally known to me  
or who has produced \_\_\_\_\_ as identification.

Martha Ostria

NOTARY PUBLIC - STATE OF FL

Type or print name:

Martha Ostria

(Seal)



MARTHA OSTRIA  
MY COMMISSION # DD 783884  
EXPIRES: June 17, 2012  
Bonded Thru Budget Notary Services

**BID 10015**

**Notification Regarding Public Entity Crime and Discriminatory Vendor List  
Requirements and Disqualification Provision**

A Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

## COMPLIANCE WITH DAVIS BACON AND RELATED ACTS

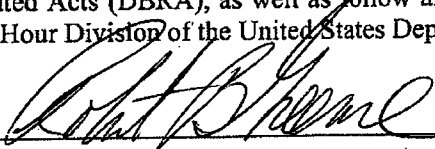
Information regarding Davis Bacon and Related Acts can be found on the following websites:

<http://www.dol.gov/esa/whd/contracts/dbra.htm>

<http://www.dol.gov/PrinterFriendly/PrinterVersion.aspx?url=http://www.dol.gov/esa/whd/programs/dbra/WD10Instrtns/wd10instructions.htm>

By signing below, I, as legal representative of my firm, agree to comply with all Davis Bacon and Related Acts (DBRA), as well as follow all of the procedures, rules, and regulations of the Wage and Hour Division of the United States Department of Labor.

By



Date 5/5/2010

(Signature)

By Robert B. Greene, PE, PG, CIH, LEED AP, President  
Corporate Officer Name & Title

**BID 10015 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEIGHBORHOOD  
STABILIZATION PROGRAM AND THE HOUSING PROGRAMS WITHIN THE COMMUNITY  
DEVELOPMENT DIVISION**

**Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

**TO BE COMPLETED BY THE GENERAL CONTRACTOR**

- 1) The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors):
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Robert B. Greene, PE, PG, CTH, LEED AP, President

Name and Title

Signature

GLE Associates, Inc

Firm

1320 N. Semoran Blvd., Suite 203

Street address

Orlando, FL 32807

City, State, Zip

5/5/2010

Date



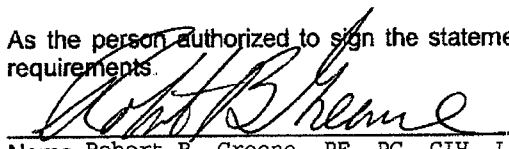
**BID 10015  
DRUG-FREE WORK PLACE**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

GLE Associates, Inc. does:  
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Name Robert B. Greene, PE, PG, CIH, LEED AP  
Title President  
Firm GLE Associates, Inc.  
Street Address 1320 N. Semoran Blvd., Suite 203  
City, State, Zip Orlando, FL 32807  
Date 5/5/2010

**BID 10015**  
**FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEIGHBORHOOD**  
**STABILIZATION PROGRAM AND THE HOUSING REHABILITATION PROGRAM**

ADDRESS TO:  
THE CITY OF DELTONA  
KATE KRAUSS, PURCHASING MANAGER  
2345 PROVIDENCE BLVD.  
DELTONA, FLORIDA 32725

I acknowledge receipt of Addenda No.(s) 2  
I have included:

- ☒ Contractor Information Sheet
- ☒ Statement of Experience in Construction Management with References
- ☒ Bid Form
- ☐ Hold Harmless Agreement N/A
- ☒ Conflict of Interest Form
- ☒ Public Entity Crime Form
- ☒ Compliance with Davis Bacon Act Form
- ☒ Certification regarding Debarment, Suspension or other Responsibility Matters
- ☒ Drug Free Workplace Form
- ☒ Non-Collusive Affidavit

(Check mark items above, as a reminder that they are included.)

Mailing Address: 1320 N. Semoran Blvd., Suite 203, Orlando, FL 32807

Telephone: 407-658-4151

Fax: 407-658-4410

Date: 5/5/2010

Signed: 

Printed Name: Anna Kucenic

Title: Marketing Coordinator

**NON-COLLUSION AFFIDAVIT**

I, Robert B. Greene, PE, PG, CIH, LEED AP, depose and say that:

1. I am President of the firm of GLE Associates, Inc.,  
the firm submitting the response described in this Request for Proposals for:

RFP 0934 General Contractor Services and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Deltona relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Bidder: *Robert B. Greene*

Date: 5/5/2010

STATE OF: FL

CITY OF: Tampa

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
who, after first being sworn by me, (name of individual signing) affixed his/her signature in the  
space provided above on this 5th day of 2010

**NOTARY PUBLIC**

My Commission Expires: 6-17-12



MARTHA OSTRIA  
MY COMMISSION # DD 783884  
EXPIRES: June 17, 2012  
Bonded Thru Budget Notary Services

**CITY OF DELTONA**  
**ADDENDUM #1**  
**BID # 10015**  
**CONSTRUCTION ADMINISTRATION SERVICES**

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The City is opening up the bid for companies that are Licensed Building Inspectors that also have experience in all aspects of the Construction Management process and have experience working with NSP/CDBG Programs. Proof of experience must be submitted in accordance with bid documents.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

GLE Associates, Inc.  
\_\_\_\_\_  
NAME OF BUSINESS  
BY: Anna Kucenic 5/5/2010  
\_\_\_\_\_  
SIGNATURE/DATE  
Anna Kucenic, Marketing Coordinator  
\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED  
1320 N. Semoran Blvd , Suite 203  
\_\_\_\_\_  
MAILING ADDRESS  
Orlando, FL 32807  
\_\_\_\_\_  
CITY, STATE, ZIP CODE  
( 407 ) 658-4151  
\_\_\_\_\_  
AREA CODE AND TELEPHONE NUMBER

**CITY OF DELTONA  
ADDENDUM #2  
BID # 10015  
CONSTRUCTION ADMINISTRATION SERVICES**


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- 1 Are you anticipating several houses needing construction management at the same time? – Yes, there will be multiple houses to manage at the same time. You will be overseeing the General Contractors on each unit
- 2 If so would the pre-construction meetings be scheduled on the same day? – Yes, for efficiency, it would be better to have one pre-con. However, these units will be provided in rotation, so that may not happen as such
- 3 Does the weekly progress/inspection meeting on site involve anyone other than the construction manager? - The Construction Manager with the General Contractor and any of his subs, if needed.
- 4 Is the day for this inspection determined by the construction manager? - Yes
- 5 Are the bi-weekly progress reports to the city e-mailed, regular mail, in person? – We will accept e-mailed copies, already signed.
- 6 If in person, how is that scheduled? – N/A
- 7 Do we have any information on the value of the projects pre-bid? A range of values? A job for minor exterior wood repair and painting does not require the time that a project that included mold remediation, structural stabilization, replacement of all major systems, etc would be more time consuming. – A unit cost list was created by the local contractors. This has been reviewed by the City's Building Official and needs to be approved by the CM
- 8 Are you looking for an hourly cost? – A Bid Form is included on Page 12 that must be completed and submitted with your bid

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

GLE Associates, Inc.  
\_\_\_\_\_  
NAME OF BUSINESS

BY:  5/5/2010  
\_\_\_\_\_  
SIGNATURE/DATE

Anna Kucenic, Marketing Coordinator  
\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

1320 N. Semoran Blvd., Suite 203

---

MAILING ADDRESS

Orlando, FL 32807

---

CITY, STATE, ZIP CODE

( 407 ) 658-4151

---

AREA CODE AND TELEPHONE NUMBER

<p><b>Submit RFP to:</b></p> <p><b>CITY OF DELTONA</b></p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p><b>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</b></p>	<p><b>BID# 10015</b></p> <p><b>CONSTRUCTION ADMINISTRATION SERVICES</b></p>
<p><u>Contact:</u></p> <p>Kate Krauss, Purchasing Manager</p> <p>Phone: (386) 878-8100 Fax: (386) 878-8571</p>	<p><b>RESPONDENTS</b></p> <p><b>NAME:</b> <u>Guardian Community Resource Management, Inc</u></p> <p>_____</p> <p>_____</p>
<p><u>Responses Due Date &amp; Time:</u></p> <p><b>THURSDAY, MAY 6, 2010</b> <b>AT 2:00 P.M.</b></p>	<p><b>MAILING ADDRESS:</b> _____</p>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 2nd Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p><u>15380 CR 565A, Suite B</u></p> <p><u>Groveland, FL 34736</u></p> <p><u>Phone#: 352-432-5913</u></p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION**

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Respondents shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the RFP# and title. Companies shall submit three typed copies and one unbound original (please do not use three ring binders) of their response, complete with all supporting documentation. SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN OFFER BY THE COMPANY SUBMITTING RESPONSE. RFP responses which do not comply with these requirements may be rejected at the option of the City.

**CONTACT:** All prospective Respondents are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the Purchasing staff regarding this Request for Proposals or their response at any time during the RFP process. Any such contact shall be cause for rejection of your response. The RFP/RFQ process is not complete until an award is made.

**DELAYS:** The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify and attached to the RFP.

bidders of all changes in scheduled due dates by written addendum.

**EXECUTION OF RFP:** RFP must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Proposer in contractual obligations. Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original bid conditions and specifications cannot be changed or altered in any way. Altered RFP's will not be considered. Clarification of RFP's submitted shall be in letter form, signed by proposers and



May 5, 2010

City of Deltona Purchasing and Building Services  
2345 Providence Blvd.  
Deltona, Florida 32725  
Attn: Kate Krauss, Purchasing Manager

RE: ITB-10015-0-2010/KK Construction Administration Services

Dear Ms. Krauss and Selection Committee,

We are excited to submit our team to the City of Deltona for consideration. With regard to Construction Administration Services and related programs, you won't find a more well-trained, 'in the know' team than the Guardian Team. The Guardian Team can offer the City a team who is active in the community, well-versed in CDBG, NSP and HUD rules and regulations, all building related codes, and above all, has an outstanding reputation for quality work and strong ethics. ***We feel we are the best qualified Team for this work because when you're talking about CDBG, NSP and related programs, you won't find a more experienced, ethical, knowledgeable, and dedicated team than Guardian.***

We encourage you to contact our references to confirm that when you partner with the Guardian Team, you get a team who is responsive to your requests, technically knowledgeable about the work, and who truly cares about the successful outcome of your NSP project. **You are free to contact any and all of our current and past clients.**

It is our pleasure to offer our services to the City of Deltona. We have included one original and three copies of our proposal for your review. Please feel free to contact me at (352) 432-5913 ([Christine.Alday@GuardianCRM.com](mailto:Christine.Alday@GuardianCRM.com)) as the person authorized to contractually bind Guardian or Mr. Alday at (813) 943-2627 ([Corbett.Alday@GuardianCRM.com](mailto:Corbett.Alday@GuardianCRM.com)) with any technical questions you may have. Also, please visit our website at [www.GuardianCRM.com](http://www.GuardianCRM.com). We appreciate the opportunity to serve your community.

Sincerely,

A handwritten signature in cursive script that reads 'Christine Masek Alday'.

---

Christine Masek Alday,  
President and CEO, Guardian CRM, Inc.

'Experience, Service, Honor, Loyalty... Guardian'  
15380 County Road 565A Suite B, Groveland, FL 34736, 352-432-5913  
Serving Cities, Counties, CRA's, Housing Authorities, Airports and Your Local Organization  
888-GUARD93 [www.GuardianCRM.com](http://www.GuardianCRM.com)





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<b>TAB 5</b>	<b>Required Forms</b>

## **CITY OF DELTONA**

### **TAB 1: CONSTRUCTION ADMINISTRATION SERVICES**

- Guardian Community Resource Management, Inc. Team members are some of the most highly trained, Professional Inspectors and Construction Managers in the industry.
- Guardian's staff has a combined 100+ years of experience in all aspects of construction, management, inspections, conflict resolution and timely compliance for myriad government programs.
- Guardian's Staff Project Managers will schedule all meetings, manage contractor workloads, follow up on work sites and provide concise bi- weekly reports of project progress.
- Guardian has years of experience with dozens of clients, administering Neighborhood Stabilization Programs and Housing Rehabilitation Programs, Community Development Block Grants and Disaster Recovery Initiatives. (See our list).
- Our team is completely versed in construction practices and can manage all aspects of the bid, request for changes and general oversight of the process.
- At Guardian, we don't miss report deadlines or fail in a compliance issue.
- Our team of professionals has extensive experience in compliance with government programs such as Davis Bacon. This is what we do - all day, every day.
- Guardian is committed to the closest possible working relationship with the City's Staff to encourage the best and smoothest results for the City.
- These are the very foundations we have built our reputation and business on.
- Guardian Community Resource Management, Inc. is a certified minority business enterprise (MBE)

## **CITY OF DELTONA**

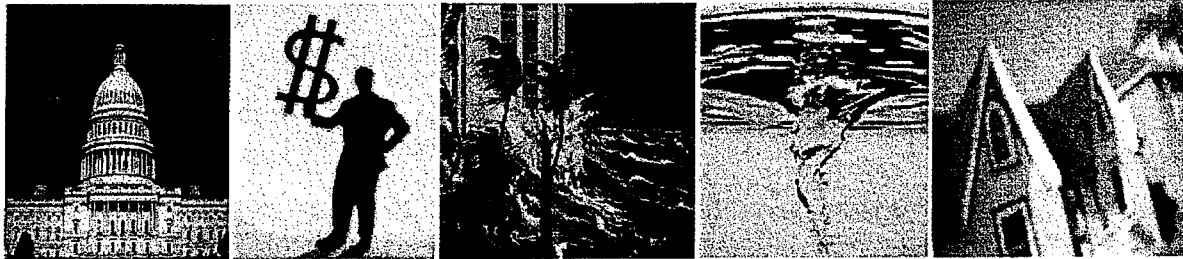
### **TAB 2: COMPANY PROFILE**

In this section we have presented our:

- Our company profile, including how we are organized and managed
- A brief synopsis of our history and accomplishments
- Our technical knowledge

### **Variety and Level of Local Government Services:**

The Guardian team provides the complete range of services and staff with the necessary skills to support those services. **We provide the full range of services needed to implement and complete successful projects like your community's affordable housing, economic development, capital improvement, and disaster recovery projects.**



- ❖ Funding Research & Strategies (grants, public loans, all resources)
- ❖ Grant Program Development & Management (using proven steps & controls)
  - ❖ Economic Development (partnerships, leveraging, & creative thinking)
  - ❖ Housing Rehabilitation (careful attention to planning & individual service)
  - ❖ Affordable Housing (through all available funding sources & partnerships)
  - ❖ Linking of Multiple, Complex Programs (solid & specialized expertise)
  - ❖ Public Loan Development & Management (always looking at feasibility)
  - ❖ Rural Development (utilized as another tool to accomplish goals)
- ❖ Public Works Funding & Planning (with close tracking of accomplishments)
  - ❖ Resident Inspection (with a proven system of document control)
- ❖ Contract Administration (carefully following the money, rules & reporting)
- ❖ Site Research & Land Management (consideration of all the issues up-front)
  - ❖ Redevelopment Visioning & Planning (putting all the resources together)
  - ❖ Long-term Community Development Planning (always thinking ahead)
  - ❖ Growth Management (creating win-win projects with manageable risk)
- ❖ Asset Management (maximizing local & other available resources and tools)
  - ❖ Disaster Recovery Management (thinking ahead & effective response)
  - ❖ Disaster Mitigation (considering opportunities as projects develop)
  - ❖ Codes Enforcement & Codes Review (staying on top of the rules)
  - ❖ Plans Review & Costs Control (eliminating problems before they occur)
  - ❖ Training & Guidance (keeping you informed & aware of changes)
- ❖ Tracking Legislation and Information Sharing (keeping you ahead of the game)
  - ❖ Quality Control (managing critical time, budgets and documents)
- ❖ Networking and Community/Business Outreach (bringing the critical elements together)
  - ❖ Self Auditing and Financial Tracking and Support (always follow the money)
- ❖ Regular Staff Training and Cross Training/Continuing Education (staying informed)



Guardian professionals have worked on disaster recovery projects related to all the major Florida hurricanes in recent history, including Andrew, Charley, Frances, Jeanne, Wilma, and El Nino.

#### Hurricane Wilma

- Programs: CDBG Disaster Recovery, SHIP, HHRP, FHFC, USDA, HUD, along with FEMA, SBA, and other homeowner efforts). Features partnership with State, Federal, local officials and agencies.
- Over \$5 million in funding leveraged and invested in the community for mitigation, rehab, repairs and redevelopment (infrastructure). Guardian staff members provide program administration, construction administration, housing rehabilitation project delivery and leveraging expertise.
- ***At least 65 housing units will be addressed (Rehab, Demo/Replace, & Purch Assistance).***

#### Hurricanes Charley & Frances & Jeanne

- Programs: CDBG Disaster Recovery, CDBG Set-Aside, SHIP, FEMA Public Assistance, FEMA Mitigation. Features partnership with State, Federal, Local officials and agencies.
- Over \$40,000,000 in funding leveraged and invested in the community for mitigation, rehabilitation, repairs and redevelopment. Guardian staff developed program and provided project coordination and oversight.
- ***Over 160 Housing units addressed (Rehab and Demo/Replacement).***
- Projects were in Areas of Critical Economic Concern, Enterprise Zones, and Coastal Counties.

#### Hurricane Andrew

- Programs: CDBG Disaster Recovery, CDBG Set-Aside, FEMA Public Assistance, FEMA Mitigation. Features partnership with State, Federal, Local Officials and agencies.
- Over \$50,000,000 in funding leveraged and invested in the community for mitigation, rehabilitation, repairs and redevelopment.
- ***Over 400 Housing units addressed (Rehab and Demo/Replacement).***

**'DEDICATION + QUALITY + INTEGRITY = REPUTATION. REPUTATION IS WHO WE ARE.'**

## **UNDERSTANDING LOCAL NEEDS**

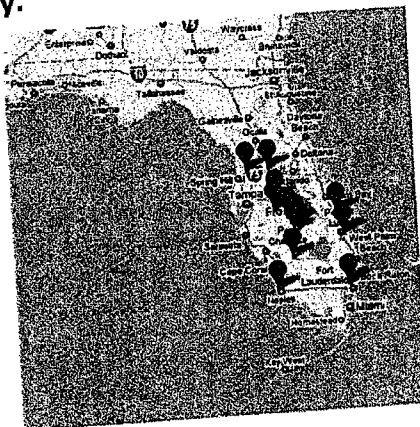
**Guardian team members have worked in the area for over 20 years.**

Additionally, Guardian has worked with many similar communities facing the same issues of rapid growth and development, as well as hurricane disasters.

**Our staff has worked with every major infrastructure funding program and source. We have, through many development and redevelopment projects of all types, generated a sound approach to funding and implementing capital improvements.**

**We have worked with every type of municipal capital project (water, sewer, treatment plants, reclaimed water, roads, natural gas, storm water, and public facilities) that needs alternative financing through grants.**

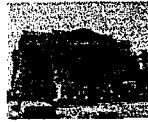
**Our staff is currently working in several cities and counties in Florida, including Lake County, the City of Eagle Lake, the City of Arcadia, Citrus County, Hernando County, Martin County, Osceola County, Collier County, the Town of Lake Placid, the City of LaBelle, and Highlands County, on the types of capital and community development needs facing your community.**



**Guardian professionals understand the challenges facing your community and many other public bodies.**

- According to the U.S. Census Bureau estimates, the city has a population of 85,921. The median income for a household was \$46,078. About 6.2% of families and 8.1% of the population were below the poverty line.
- The pressures of tremendous growth makes alternative financing even more critical.
- Guardian is aware that an investment of time at risk will be needed to work with Town.
- We are also dedicated to serving the citizens that pay the bills and know that there are times when going the extra mile for a concerned citizen will be necessary.
- As well, we believe in the public trust and in demonstrating professional ethics at all times. Development pressures are often used as excuses for 'short cuts.' We believe that in our business, doing the job right the first time means there will be no need for short cuts.

**Our professional staff has an extensive understanding of grant program rules, as well as how to administer and implement them. They have developed and/or managed over hundreds of projects for hundreds of millions of dollars utilizing all major grant and local programs.**



### Experience with State and Federal Regulations and Programs

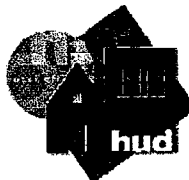
Guardian professionals have worked with all major forms of public grant-loan programs, including all appropriate state and federal rules affecting public grant-loan projects, including:

- Economic Development (with over \$25 million in ED funds handled)
- Neighborhood Revitalization (with over 200 miles of water and sewer developed)
- Housing Rehabilitation (with over 2000 units addressed in Florida)
- Commercial Revitalization (including matching FDOT, Historic, Parks, and CRA \$)
- CDBG ED Loans (addressing infrastructure for small business development)
- Section 108 CDBG Loan (including developing the first successful 108 in Florida)
- Disaster Recovery Set-Aside (negotiating with state officials for the best award)
- Disaster Recovery Special Appropriations (for 5 different storm events)

And they have worked with every major source of leverage and the related state and federal rules that can affect the project:

- USDA Water & Waste Loan-Grant and Housing Preservation Grants
- EDA Public Works Grants and Technical Assistance Grants
- FDEP SRF Facility Loan & Grants, Park Grants, and Water Quality Grants
- FDCA Community Development, Disaster, and Preservation Grants
- State OTED Rural Infrastructure, Road Grants and Enterprise Zones
- Water Management District Cooperative Funding
- Florida Housing Finance Corporation HOME and SHIP funds
- FDOT Capital Projects/ISTEA and TEA 21
- EPA STAG and Special Project Appropriations
- HUD Economic Development Initiative Special Appropriations
- FDHS FEMA-FDCA Disaster Recovery and Mitigation Matching Grants

We have worked with every major agency funding projects in Florida:



**CITY OF DELTONA**  
**TAB 3: PROJECT EXPERIENCE**

In this section we have presented:

- Our project vignettes, demonstrating our experience with a variety of programs
- Our professional references

**OUR STAFF HAS OVER 100 YEARS OF COMBINED, RELEVANT EXPERIENCE.**

**We want to express that we have put together a team who can provide your community all the services necessary to see your CDBG project through to a successful completion.**  
We strive to complete projects before the grant period has ended.

We have a solid working relationship with FDCA, and work very hard to quickly respond to their requests, as well as yours. **Client service is our number one concern, and we make every effort to make ourselves accessible to you, and respond to your questions immediately or within a few hours (within 24 hours at the outside).**

We encourage you to contact our references to confirm that our clients are extremely satisfied with the level of service they receive from our staff.





### **City of Arcadia, Housing Rehabilitation**

City of Arcadia, 2010-2012

Guardian contract: \$80,000

Source of Funding: CDBG

The City of Arcadia proposes to complete a CDBG national objective with this project by providing housing rehabilitation/replacement improvements to owner-occupied Low and Moderate income (LMI) and Very Low Income (VLI) households. Ten LMI housing units are proposed. Guardian staff provides planning, program management, housing rehabilitation delivery services and leveraging expertise. Guardian staff members provide housing delivery from beginning to end, including applicant intake and evaluation, contractor bidding and selection, performance inspections, and construction administration. This includes contract preparation, contract implementation, and assistance with and attendance at all audits and monitoring visits.

Key Staff: Corbett Alday, Overall Project Manager; Don Ridley, Construction Oversight; Antonio Jenkins, Project Manager, Ben Wiles, Grant Administration, and Christine Alday, Financial Tracking and Budget Management

**Client Contact:**

**Shelly Baumann, CMC, Interim Administrator, 863-494-2514**  
**Post Office Drawer 351, Arcadia, FL 34265**  
**[sbaumann@arcadia-fl.gov](mailto:sbaumann@arcadia-fl.gov)**



### **Immokalee CRA, Collier County, Stormwater Master Plan**

Immokalee CRA 2009-2010

Guardian task order: \$16,000 NTE

Source(s) of funding: Tax Increment Financing (TIF) used to fund Storm water Master Plan and Funding Strategy: the funding strategy includes SRF, USDA, CDBG, EDA, Special Appropriations, MSTU, TIF and County Stormwater Funds

The Collier County CRA (Immokalee Planning Area) is researching and writing a CRA-wide flood control and water quality master plan. The program includes Guardian assisting the City with finding multiple sources of funding for this large project, including Water Management District Funds, State Revolving Funds (SRF), USDA, CDBG, EDA, appropriations and other funds. Over \$7,000,000 will be leveraged and invested. The project features partnership with the CRA, County, State and Federal agencies, and developers. It is located in an Area of Critical Economic Concern, a State Enterprise Zone and a Community Redevelopment Area (CRA).

Guardian staff provides strategy writing, program management and leveraging expertise.

Key Staff: Corbett Alday, Project Manager, Christine Alday, Financial and Administrative Support, and Ben Wiles, Grants and Funding Research

**Client Contact:**

**Ms. Penny Phillippi, Director, Immokalee CRA, 239-252-2310**  
**310 Alachua St, Immokalee, FL 34142**  
**[PennyPhillippi@colliergove.net](mailto:PennyPhillippi@colliergove.net)**



### **City of Eagle Lake Neighborhood Revitalization**

Eagle Lake, 2009-2011

Guardian contract: \$40,000

Source(s) of funding: CDBG

This program features partnership with Community Redevelopment Agency (CRA), local community-based organizations, and State and Federal agencies. The funds are being used for new stormwater facilities and retrofits in LMI neighborhoods. \$700,000 of CDBG funds will be leveraged with local efforts, including a CBIR (community budget issue request). The project is located within a CRA and a non-entitlement city.

Guardian staff provides grant administration and program oversight. This includes contract preparation, contract implementation, and assistance with and attendance at all audits and monitoring visits.

Key Staff: Corbett Alday, Overall Project Manager; Don Ridley, Construction Oversight; Antonio Jenkins, Inspector and Assistant Grants Administrator, and Christine Alday, Financial Tracking and Budget Management

**Client Contact:**        **Ms. Dawn Bialy, City Clerk, 863-293-4141**  
                                 **PO Box 129, Eagle Lake, FL 33839**  
                                 **[cityclerk@eaglelake-fl.com](mailto:cityclerk@eaglelake-fl.com)**



### **Hernando County SHIP Housing Rehabilitation**

Hernando County, 2008-2010

Guardian contracts: Work order on a per unit basis

Source(s) of funding: SHIP

This program features partnership with the Housing Authority, Florida Housing Finance Corporation and the County. At least 40 housing units will be addressed and \$1,000,000 of SHIP will be invested. Project is in Coastal and non-entitlement (small) County.

Guardian staff provides housing rehabilitation delivery services including advertisements, contractor qualification, contract forms, work write-ups, performance inspections, construction administration, and payment approvals. This includes contract preparation, contract implementation, and assistance with and attendance at all audits and monitoring visits.

Key Staff: Corbett Alday, Overall Project Manager; Don Ridley, Construction Oversight and Field Manager; Antonio Jenkins, Inspector and Housing Rehabilitation Specialist, and Christine Alday, Financial Tracking and Budget Management.

**Client Contact:**        **Ms. Jean Rags, Director, Health and Human Services, (352) 540-4338**  
                                 **20 N Main St, Room 161, Brooksville, FL 34601**  
                                 **[jeanr@hernandocounty.us](mailto:jeanr@hernandocounty.us)**



### **Hernando County Neighborhood Stabilization Program (Housing)**

Hernando County, 2009-2011

Guardian contracts: \$395,000

Source(s) of funding: Florida CDBG NSP

This program leverages multiple sources of funding, and features partnership with real estate professionals, lenders, the City of Brooksville, the County, non-profit organizations, local community benefit organizations (CBOs) and State and Federal agencies. The funds are being used for financing mechanisms for REO property purchases, REO-LMMI housing rehabilitation and VLI rental housing. At least 60 housing units will be addressed, and over \$5,000,000 will be invested through NSP and partner leveraging. The project is in a Non-entitlement County. Guardian staff members provide grant writing, planning, leveraging, and program management expertise. This includes developing the County's application and supporting the County through the review and approval process. Grants management includes procedures, RFQ's, training, ENVRR, reporting and compliance monitoring throughout the program. Housing Delivery in the form of needs assessments, bidding and inspections will be included

Key Staff: Christine Alday, Overall Project Management; Corbett Alday, In-field Project Manager; Don Ridley, Construction Oversight; Antonio Jenkins, Housing Rehab Manager

**Client contact:** **Ms. Jean Rags, Director of Health and Human Services**  
**20 N Main St, Room 161, Brooksville, FL 34601, 352-540-4338**  
**[jeanr@hernandocounty.us](mailto:jeanr@hernandocounty.us)**



### **Osceola County Neighborhood Stabilization Program (Housing)**

Osceola County, 2009-2011

Guardian contracts: \$900,000 NTE

Source(s) of funding: CDBG NSP

This program leverages multiple sources of funding, and features partnership with real estate professionals, lenders, the City of St Cloud, the County, non-profit organizations, local community benefit organizations (CBOs) and State and Federal agencies. The funds are being used for financing mechanisms for REO property purchases, REO-LMMI housing rehabilitation and VLI rental housing. At least 190 housing units will be addressed, and over \$14,000,000 will be invested through NSP and partner leveraging. The project is in a Non-entitlement County. Guardian staff members provide grant writing, planning and leveraging expertise. This includes developing the County's application and supporting the County through the review and approval process. Grants management will include procedures, RFQ's, training, ENVRR, reporting and compliance monitoring throughout the program. Housing Delivery in the form of needs assessments, bidding and inspections are included.

Key Staff: Christine Alday, Overall Project Management; Corbett Alday, In-field Project Manager; Don Ridley, Construction Oversight; Antonio Jenkins, Housing Rehab Manager.

**Client contact:** **Ms. Lania Crouch, Director of Human Services**  
**108 Park Place Blvd, Kissimmee, FL 34741, 407-742-8411**  
**[Lcro2@osceola.org](mailto:Lcro2@osceola.org)**



### **Mascotte Housing Rehabilitation and Replacement**

City of Mascotte, Project closed out March 2010

Guardian contract: \$90,000

Source(s) of funding: CDBG, SHIP

This program features partnership with the CRA and the County. At least 12 housing units will be addressed and \$1,000,000 of CDBG and SHIP will be invested. Project is in an Area of Critical Concern (Green Swamp) and a Community Redevelopment Area (CRA).

Guardian staff provides grant writing, program management, housing rehabilitation delivery services and leveraging expertise. Guardian staff members provide housing delivery from beginning to end, including applicant intake and evaluation, contractor bidding and selection, performance inspections, and construction administration. This includes contract preparation, contract implementation, and assistance with and attendance at all audits and monitoring visits.

Key Staff: Corbett Alday, Overall Project Manager; Don Ridley, Construction Oversight; Antonio Jenkins, Inspector and Assistant Grants Administrator, and Christine Alday, Financial Tracking and Budget Management

**Client Contact:**        **Ms. Marge Strausbaugh, City Manager, (352) 429-3341**  
                                 **100 East Myers Blvd, Mascotte, FL 34753**  
                                 **[marge.strausbaugh@cityofmascotte.com](mailto:marge.strausbaugh@cityofmascotte.com)**



### **Museum Avenue Downtown Revitalization (Infrastructure and Public Facilities)**

Avon Park, Project closed out March 2010

Guardian contract: \$46,000

Source(s) of funding: CDBG, CRA, City, and FDOT

This program features partnership with the Florida Department of Transportation (FDOT) and the local Community Redevelopment Area (CRA). The funds are being used to build and rehab street paving, sidewalks, and pedestrian malls. Over \$1,400,000 of local and grant funds are being leveraged. The project is in an Area of Rural Critical Economic Concern, a CRA, and an Enterprise Zone.

Guardian provides grant administration, leveraging expertise, contract preparation, contract implementation, and monitoring visits.

Key Staff: Corbett Alday, Overall Project Manager; Don Ridley, Construction Oversight; Antonio Jenkins, Inspector and Assistant Grants Administrator, and Christine Alday, Financial Tracking and Budget Management

**Client Contact:**        **Ms. Maria Sutherland, Project Manager, (863) 452-4411**  
                                 **110 E. Main Street, Avon Park, FL 33825**  
                                 **[sutherland@avonpark.cc](mailto:sutherland@avonpark.cc)**



### **LaBelle USDA Rural Utility Services Drinking Water Project (Infrastructure)**

City of LaBelle, 2008-2010

Guardian contract: Hourly work by task order as needed

Source(s): USDA Water and Waste Loan-Grant (WWLG)

The program features partnership with developers, the local community, the County, State and Federal agencies, and the Water Management District. Over \$24,000,000 of loans, grants, and developer contributions leveraged and invested. The project is in an Area of Rural Critical Economic Concern, and Enterprise Zone, and a Florida Small City and County.

Guardian staff provides grant/loan writing and research, grant-loan administration and technical support, leveraging expertise.

Key Staff: Corbett Alday, Project Manager, and Christine Alday, Financial and Administrative Support

**Client Contact:**

**Mr. Michael Boyle, Superintendent of Public Works, OR**

**Ms. Mary Jo Wilson, Deputy City Clerk (863) 675-2872**

**481 Highway 80 W, PO Box 458, La Belle, FL 33975**

**michaelboyle@citylabelle.com OR maryjowilson@citylabelle.com**



### **Fort Meade Neighborhood Revitalization (Infrastructure)**

City of Fort Meade, Project closed out March 2010

Guardian contract: \$49,000

Source(s) of funding: CDBG, local resources, CDBG DRI funds

This project leverages multiple sources of funding and features partnership with the County, the local community, and State agencies. Over \$3,000,000 of CDBG and private investment leveraged. The project is in a Florida Small City.

Guardian staff provides grant writing, administration, leveraging expertise. This includes contract preparation, contract implementation, and assistance with and attendance at all audits and monitoring visits.

Key Staff: Corbett Alday, Overall Project Manager; Don Ridley, Construction Oversight; Antonio Jenkins, Inspector and Assistant Grants Administrator, and Christine Alday, Financial Tracking and Budget Management

**Client Contact:**

**Ms. Deena Ware, Assistant to the City Manager, (863) 285-1100**

**Eight West Broadway, Fort Meade, FL 33841**

**dware@cityoffortmeade.com**



### **Highlands County Disaster Recovery Programs (Housing Rehabilitation and Housing – New Construction)**

Highlands County, 2005-2007 (*The first HOME Again project to be completed on time in Florida!*)

Total Guardian contract: \$90,000

Source(s) of funding: CDBG, FHFC HOME Again, HUD, HHRP, SHIP

This project leveraged multiple sources of funding, including CDBG, Florida Housing Finance Corporation's HOME Again, Hurricane Housing Recovery Program, and SHIP. The funds were used for housing rehab, demo/replace, and emergency repairs. The programs featured partnership with cities, non-profit housing entities, community-based organizations (CBOs) and State and Federal agencies. Over 150 housing units were addressed and over \$3,000,000 were invested. The project was in an Area of Rural Critical Economic Concern and a non-entitlement ("Small") County.

Guardian staff members provided grant writing, program administration, construction administration, and leveraging expertise. This included contract preparation, contract implementation, and assistance with and attendance at all audits and monitoring visits.

Key Staff: Corbett Alday, Overall Project Manager; Don Ridley, Construction Oversight; Antonio Jenkins, Inspector and Assistant Grants Administrator, and Christine Alday, Financial Tracking and Budget Management

**Client contact:** **Ms. Mary Foy, Community Programs Director, 863-402-6626**  
**7205 South George Blvd, Sebring, FL 33875**  
**[Mfoy@hcbcc.org](mailto:Mfoy@hcbcc.org)**



### **Highlands County Housing Rehabilitation and Replacement Programs**

Highlands County, 2003-2007 (All programs were closed out on time and within budget.)

Guardian contract (most recent project): \$90,000

Source(s) of funding: CDBG, FHFC, USDA HPG, HUD, SHIP

These programs leveraged multiple sources of funding, including CDBG, USDA Housing Preservation Grants (HPG), HUD, and SHIP. The funds were used for housing rehabilitation, housing replacement, and emergency repairs. The programs featured partnership with the County, non-profit housing entities, community-based organizations (CBOs), and State and Federal agencies. The project was in an Area of Rural Critical Economic Concern and Florida Small (non-entitlement) County. Over 100 housing units were addressed and over \$3,000,000 were invested.

Guardian staff members provided grant writing, program administration, construction administration, and leveraging expertise. This included contract preparation, contract implementation, and assistance with and attendance at all audits and monitoring visits.

Key Staff: Corbett Alday, Overall Project Manager; Don Ridley, Construction Oversight; Antonio Jenkins, Inspector and Assistant Grants Administrator, and Christine Alday, Financial Tracking and Budget Management

**Client contact:** **Ms. Mary Foy, Community Programs Director, 863-402-6626**  
**7205 South George Blvd, Sebring, FL 33875**  
**[Mfoy@hcbcc.org](mailto:Mfoy@hcbcc.org)**



### **Community Workforce Housing Innovation Pilot Program (CWHIP)** **(Grant Writing & Credit Underwriting)**

Highlands County, 2007 (Grant writing and credit underwriting complete.)

Guardian contract (grant writing + credit underwriting): \$31,000

Source(s) of funding: FHFC CWHIP, SHIP, HOP, and private funds

CWHIP was an affordable housing ownership program for essential services personnel and families earning under 140% of Area Median Income. The program featured partnership with the County, a Community Land Trust, private and non-profit developers, a mortgage lender, Neighborhood Lending Partners, SHIP, and other partners. Over \$20 million of local and grant funds leveraged to create 100 units of new affordable-workforce housing units for ownership (\$50,000 of CWHIP assistance to buy down the construction as a second mortgage/DPL, as well as SHIP and HOP available for LMI families). The project was in an Area of Rural Critical Economic Concern and a Champion Community. Green (innovative) construction will be part of the program.

Guardian provided grant writing, leveraging expertise, and preparation of the credit underwriting package.

Key Staff: Christine Alday, Project Manager, and Corbett Alday, Technical Support and Leveraging Expertise

**Client contact:**        **Ms. Mary Foy, Community Programs Director, 863-402-6626**  
                                 **7205 South George Blvd, Sebring, FL 33875**  
                                 **Mfoy@hcbcc.org**

### **Prior Project Experience:**



*E-Stone Economic Development, Sebring Airport Authority (Infrastructure)*

Highlands County, 2005-2006

Source(s) of funding: CDBG, Airport, State and Enterprise Zone incentives, private investment.

Funds used to build natural gas mains. Program features partnership with private industry (E-Stone USA, a composite housing materials manufacturer), the Sebring Airport, Sebring Gas, and Highlands County. Over 120 jobs created and \$12,000,000 in funding leveraged and invested in the community. Project was in an Area of Rural Critical Economic Concern, an Enterprise Zone and a Champion Community. Guardian staff members provided funding research, grant writing, and program administration. This included contract preparation, contract implementation, and assistance with and attendance at all audits and monitoring visits.



*Lowe's Retail Economic Development (Infrastructure)*

Highlands County, 2004-2006

Source(s) of funding: CDBG, Enterprise Zone and State Incentives, private investment

Funds used to build access and storm facilities. Program features partnership with private retail corporation (Lowe's) and the City of Sebring. Over 125 jobs created and \$12,000,000 in funding leveraged and invested in the community. Project was in an Area of Rural Critical Economic Concern, a Champion Community and an Enterprise Zone. Guardian staff members provided funding research, grant writing, and program administration. This included contract preparation, contract implementation, and assistance with and attendance at all audits and monitoring visits.



*Holiday Inn & Wal-Mart Super-Center Economic Development*

DeSoto County, 2002-2005

Source(s) of funding: CDBG, RBEG, RIF, State and Enterprise Zone Incentives

Funds used for water and sewer mains and roads. Program features partnership with private industry (Wal-Mart Supercenter and Holiday Inn Express), the City and the County. Over 150 jobs created and \$16,000,000 in funding leveraged and invested in the community. Project is in an Area of Rural Critical Economic Concern and an Enterprise Zone. Guardian staff members provided in past grant writing and program management.



*Disaster Recovery Housing, FEMA Repairs, and Mitigation: Hurricanes Charley and Frances*

DeSoto County 2004-2005

Source(s) of funding: CDBG Disaster Recovery, CDBG Set-Aside, FEMA Public Assistance, FEMA Mitigation, HHRP, SHIP

Program featured partnership with State, Federal, Local officials and agencies (FEMA, FDCA, FHFC, Governor's Office, City and County, USHUD, USDA, Community Based Groups, Legislators). Over \$35,000,000 in funding leveraged and invested in the community for mitigation, housing rehabilitation and replacement, repairs and redevelopment. Guardian staff developed program and provided project coordination and oversight. Over 40 housing units addressed and 12 different repair projects. Project is in an Area of Rural Critical Economic Concern and an Enterprise Zone.



*Charlotte County Hurricane Housing Recovery Administration and Inspections*

Charlotte County, 2004-2005

Source(s) of funding: CDBG SET ASIDE AND SHIP SET ASIDE (Housing Replacement Program)

Program featured partnership with City, County, State and Federal Officials and with private beneficiaries. Over 120 units addressed and over \$5,000,000 in funding leveraged and invested in the community including FEMA and insurance funds leveraged. Project was in a Coastal County. Guardian staff members provided construction administration and leveraging expertise.



NOAA pic

Disaster Recovery Housing, FEMA Repairs, and Mitigation: Hurricane Andrew

City of Homestead and local areas, 1993-1997

Source(s) of funding: CDBG Disaster Recovery, CDBG Set-Aside, FEMA Public Assistance, FEMA Mitigation

Program features partnership with State, Federal, Local officials and agencies (FEMA, FDCA, FHFC, Governor's Office, City and County, USHUD, USDA, Community Based Groups, Legislators). Over \$50,000,000 in funding leveraged and invested in the community for mitigation, housing rehabilitation and replacement, repairs and redevelopment. Over 400 housing units addressed. Our staff provided grant writing, project coordination, and construction/housing rehabilitation administration.



## **PROFESSIONAL REFERENCES**

<b>Active Projects</b>		
<p>David Graham Director of Administration (772) 772-221-2352 Martin County 2401 SE Monterey Rd Stuart, FL 34996 <a href="mailto:dgraham@martin.fl.us">dgraham@martin.fl.us</a> NSP 2009; CDBG DRI Wilma grant to be completed in 2010; Wilma supplemental grant in 2010.</p>	<p>Mark J. Hill Development Services Director (863) 402-6650 Highlands County 501 S Commerce Ave Annex Sebring, FL 33870 <a href="mailto:mhill@hcbcc.org">mhill@hcbcc.org</a> CDBG ED 2009 project (new) to be complete 2011.</p>	<p>Jean Rags Director, Hlth &amp; Human Svcs (352) 540-4338 20 N Main St Rm 161 Brooksville, FL 34601 <a href="mailto:jeanr@hernandocounty.us">jeanr@hernandocounty.us</a> NSP 2009; SHIP Housing &amp; general grant svcs as- needed.</p>
<p>Mary Jo Wilson Deputy City Clerk OR Michael Boyle Superintendent of Public Works (863) 675-2872 City of LaBelle 481 Highway 80 W PO Box 458 LaBelle, FL 33975 <a href="mailto:maryjowilson@citylabelle.com">maryjowilson@citylabelle.com</a> <a href="mailto:michaelboyle@citylabelle.com">michaelboyle@citylabelle.com</a> CDBG NR &amp; CDBG ED to be completed 2010; ARRA SRF 2010.</p>	<p>Arlene Tuck Town Clerk (863) 699-3747 Town of Lake Placid 311 W Interlake Blvd Lake Placid, FL 33852 <a href="mailto:Arlene_Tuck@mylakeplacid.org">Arlene_Tuck@mylakeplacid.org</a> CDBG NR 2009 project to be completed 2011.</p>	<p>Lania Crouch Director, Human Services (407) 742-8411 Osceola County 108 Park Place Blvd Kissimmee, FL 34741 <a href="mailto:lcro2@osceola.org">lcro2@osceola.org</a> NSP 2009; CDBG HR 2009 project to be completed 2011.</p>
<p>Beau Falgout, Senior Planner (386) 986-3796 City of Palm Coast CDD 160 Cypress Point Parkway Suite B-106 Palm Coast, FL 32164 <a href="mailto:bfaigout@ci.palm-coast.fl.us">bfaigout@ci.palm-coast.fl.us</a> NSP 2009</p>	<p>Bill Gearing, CPM, Community Enhancement Coordinator CDBG (352) 742-6564 Lake County Dept of Community Services 1300 S Duncan Dr Bldg E Rm 107 Tavares, FL 32778 <a href="mailto:wgearing@lakecountyfl.gov">wgearing@lakecountyfl.gov</a> NSP 2009 - Entitlement NSP</p>	<p>Pete Gardner, City Manager (863) 293-4141 City of Eagle Lake 75 N 7<sup>th</sup> St Eagle Lake, FL 33839 <a href="mailto:citymanager@eaglelake-fl.com">citymanager@eaglelake-fl.com</a> ARRA CDBG-R NR 2010</p>

## CITY OF DELTONA

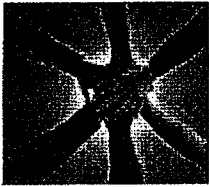
### **TAB 4: STAFF EXPERIENCE**

In this section we have presented:

- Our organizational chart
- Our key personnel and staff bios

We want to express that we have put together a team with a **wide variety of professional backgrounds, expertise, certifications, and skills**, including, but not limited to, the following:

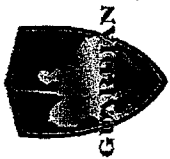
- Extensive Experience and Success with HUD Environmental Review
- Grant/Loan Writing and Funding Research
- Strategic Grants Planning for CIPs and Master Plans
- Creative Leveraging (The Linking of Multiple Funding Sources)
- Civil Engineering Project Planning and CEI
- Infrastructure and Community Revitalization Project Management
- Construction Administration and Licensed Building Inspection
- Housing Rehabilitation and Affordable Housing Project Delivery
- Financial Accounting and Audit
- Social Work and Juvenile Justice
- Real-Estate Expertise and Notary Services
- Professional Business Management Experience
- Public Administration and Finance
- Information Systems and Technology Expertise
- Land and Development Planning
- Disaster Recovery Implementation and Mitigation
- Quality Control, Including Document, Budget and Timeline Controls
- Networking, Outreach, Citizen Participation
- Project Management from Single Family Rehab to Nuclear Power Plants



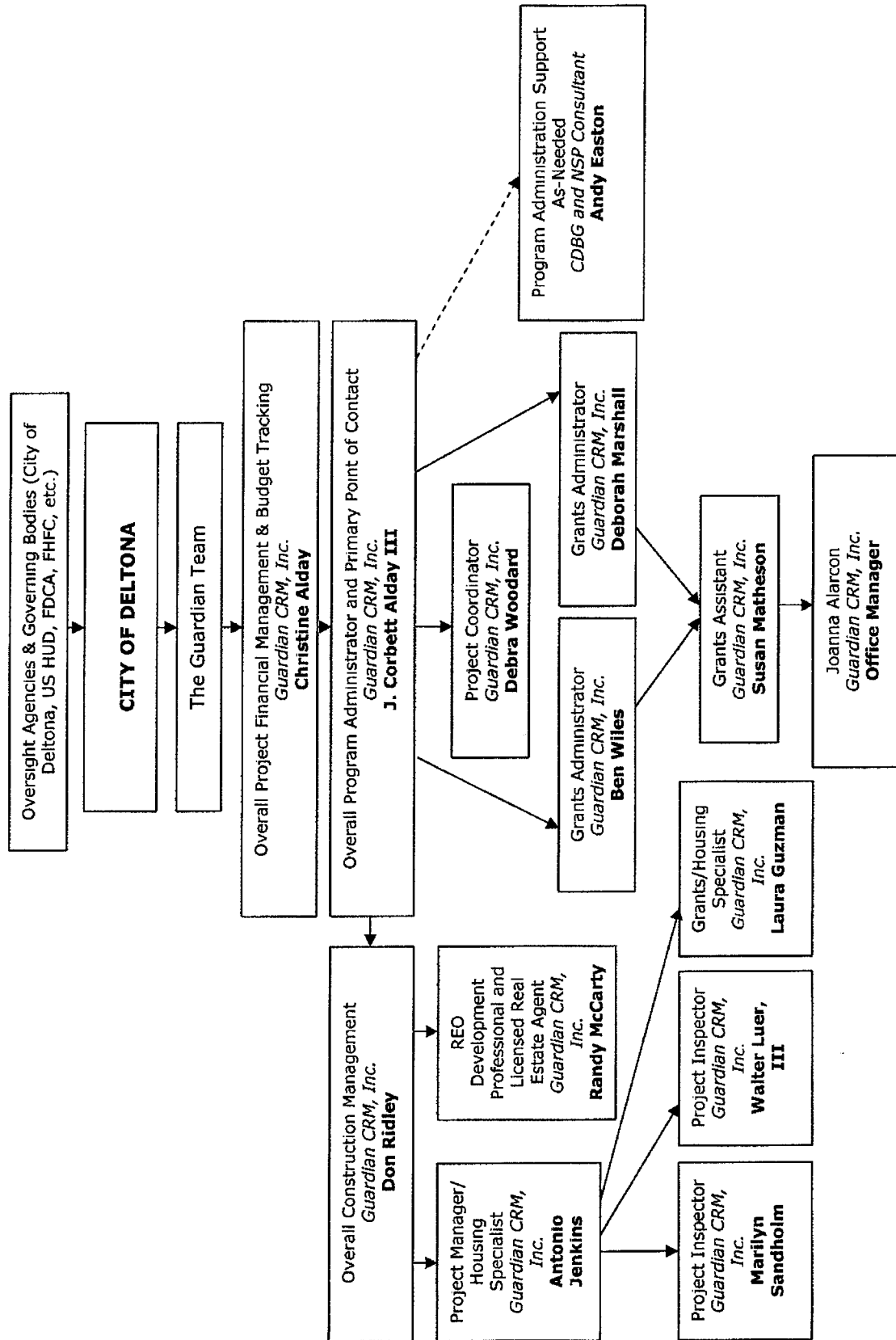
### **Key Team Members and Their Qualifications**

Guardian's veteran professionals have **over 100 years of combined experience** in grants management. Guardian's team has been responsible for administering more than **\$500,000,000 in projects** including more than **\$310,000,000 in public grant/loan projects for Florida communities**. Guardian professionals bring to your projects the 'know-how' (financial, grant funding, management, planning, inspection, development, business experience) needed to solve complex and daunting community development challenges facing you, your citizens and local businesses. We and our associates offer a wide range of knowledge and experience needed to provide the client with the best service possible, **including the development and management of strategic grants grant funding plans**.

We would like you to know that we understand the importance of being accessible to you, as well as timely responding to your requests. Through our references, you can verify that our Team responds very quickly to all client questions, usually within a few hours, and **always within 24 hours**. Also, the Team presented in this proposal is the Team with whom you will work directly. **We don't list talking heads in our proposals** – we list the people who will work with you day in and day out on this project. Should you engage the Guardian Team, we commit to being on site with you as often as is required. We understand the importance of face to face time, and we take it very seriously.



## The Guardian Team's Organizational Chart



## **Christine Alday, Overall Project Financial Management & Budget Tracking**

Ms. Alday is the owner and President of Guardian. She is responsible for overall financial management of each project. She has been working with the CDBG program since 2005, and prior to that worked as an accountant and auditor.

### **Professional highlights and duties:**

Ms. Alday develops financial tracking for all grants and ensures accurate financial management. She has over 13 years of audit, accounting, and financial management experience, and five years of grants consulting and program administration experience. She is responsible for contract management, monitoring preparation and managing client relations.

She has worked on housing and infrastructure projects totaling more than \$80,000,000 in funding from various sources, including CDBG.

For our CDBG and other publicly funded projects, she:

- Provides grant writing and planning on all public grant and loan proposals.
- Creates a duplicate project budget and reconciles it regularly with the local government and the funding agency.
- Reviews budgets and financial plans for soundness and appropriateness to client needs.
- Coordinate with client auditors on financial questions concerning grants.
- Reviews all grant closeout packages and provides a balance of project budgets before closeout.
- Reviews client procedures and policies as needed, including substantive tests, tests of internal controls, and evaluation of internal methodology.

In addition, Ms. Alday is responsible for marketing and community relations and develops all proposals and marketing materials. She manages all Guardian internal accounting and human resources functions.

### **Professional Associations**

Florida League of Cities  
Florida Association of Counties  
Lake County League of Cities  
AAGP  
Florida Community Development Association  
Osceola Grants Resource Network  
The Nature Conservancy  
National Audubon Society  
Big Brothers Big Sisters  
Metropolitan Ministries

### **RECENT PROJECTS:**

- NSP CDBG Projects: Hernando County, Osceola County, Martin County, and City of Palm Coast
- Osceola County Entitlement Plan
- Lake County and City of Jacksonville NSP Entitlement
- Town of Lake Placid NR CDBG
- ARRA: City of Eagle Lake Storm and LaBelle WTF
- Osceola County and City of Mascotte HR CDBG
- Lake County NSP Substantial Amendment
- Martin County CDBG DRI (Special Appropriation CDBG)
- City of Labelle and City of Mascotte Storm, Sewer, and Drinking Water Projects
- HHRP/SHIP/HOME/FHOP Management

### **RECENT TRAINING:**

- FDCA NSP TA Training Tallahassee
- DRI CDBG TS Wilma
- NSP Implementation Workshop
- CDBG Rule Hearings, Application and Implementation Workshops, (annually)
- Attorney General's Summit: Florida in the Sunshine and Ethics Seminar
- NSP Application Workshop, Orlando

### **EDUCATION AND CERTIFICATIONS:**

Bachelor of Arts, Cum Laude in Accounting, University of South Florida

Bachelor of Arts, Cum Laude in Creative Writing, University of South Florida

Masters of Accountancy, Cum Laude, University of South Florida

## **J. Corbett Alday III, Overall Program Administrator, Primary Contact**

Mr. Alday's career working on publicly funded projects began 18 years ago with the Small Cities CDBG program.

Since that time, in addition to continuing his work with Small Cities CDBG, he has worked with a vast array of public funding sources. These include: Special Appropriation Disaster Recovery CDBG, Entitlement CDBG, HMGP, SHIP, USDA, SRF, FDEP, FDOT, OTTED, EDA, EPA, SWFMD, SRWMD, STAG, Historic Preservation, Section 108 CDBG, FRDAP, FEMA, HUD, SBA, HHRP, FHFC, and many others.

Professional highlights:

Mr. Alday has worked on disaster recovery projects related to all the major Florida hurricanes in recent history.

He has extensive project management experience from grant writing to implementation to close out.

He has successfully implemented HUD's Environmental Review Record (ERR) requirements on numerous projects.

He has a reputation for being responsive, answering client and agency questions quickly, professionally, and accurately.

Our clients will affirm that when they have a technical question and need sound guidance and advice, it's Corbett they call for help.

In addition, Mr. Alday is the leading expert in the State in the area of creative leveraging – the linking of multiple funding sources. For hundreds of projects, he has helped communities match sound technical solutions with the special restrictions of grant-loan programs. He has performed site investigations, preliminary scoring and budgeting, grant-loan funding research, bid and construction management, and assisted with the environmental compliance process.

***In total, he has experience working in over 50 communities with over 20 different sources of funding totaling more than \$200 million!***

### **Professional Associations**

Florida League of Cities  
Florida Association of Counties  
Lake County League of Cities  
Florida Community Development Association  
Osceola Grants Resource Network  
American Association of Grant Professionals

### **RECENT PROJECTS:**

- NSP CDBG Projects: Hernando County, Osceola County, Martin County, and City of Palm Coast
- Lake County and City of Jacksonville NSP Entitlement
- Osceola County Entitlement Plan
- Suwannee County Catalyst ED/EDA
- Town of Lake Placid NR CDBG
- City of Eagle Lake NR CDBG
- Lake County NSP Substantial Amendment
- Martin County CDBG DRI (Special Appropriation CDBG)
- City of Mascotte and Osceola County CDBG Housing Rehabilitation
- City of Labelle and City of Mascotte Storm, Sewer, and Drinking Water Projects
- DRI CDBG Martin County (2) and City of Lauderdale Lakes

### **RECENT TRAINING:**

- Green Building Training Series 2009
- FHC NSP Training Series (all courses)
- HUD ENVRR and RROF Training
- Storm Water Utility Rate and Planning Courses
- HUD NSP TA Training, Jacksonville
- FDCA NSP TA Training Tallahassee
- FEMA HMGP/FMGP TS Fay
- DRI CDBG TS Wilma
- NSP Implementation Workshop
- CDBG NSP Workshops, West Palm Beach (2), Orlando and Tallahassee
- NSP Application Workshop, Orlando
- CDBG Rule Hearings, Application and Implementation Workshops, (annually)
- CDBG Section 108 Workshops
- US HUD Environmental Review Procedures for Responsible Entities
- Stormwater Utility Development and Financing
- Attorney General's Summit: Florida in the Sunshine and Ethics Seminar
- GIS for Community Development Professionals

### **EDUCATION AND CERTIFICATIONS:**

Bachelor's Degree in Engineering, Florida State University, with a focus on environmental projects

Associate's Degree in Drafting Technology, Bainbridge College

Certified Engineer Intern

Engineering Honor Society

1992-1996 <b>Inverness</b> (CR CDBG/FRDAPS/Historic/FDOT) Downtown/Parks	\$800,000
1993-1995 <b>Flagler Beach</b> (CR CDBG/FRDAPS/FDOT) Downtown/Parks	\$800,000
1995-1996 <b>McIntosh</b> (NR CDBG) Storm/Streets	\$600,000
1992-1996 <b>Branford</b> (NR CDBG/FRDAPS) Water, Sewer, Plants, Tank, Parks	\$1,800,000
1992-1996 <b>Ft White</b> (NR CDBG/USDA/FRDAP) Water, Well, Tank, Parks	\$2,500,000
1992-1996 <b>Mascotte</b> (NR CDBG) Water, Tank, Plant	\$1,000,000
1992-1996 <b>LaBelle</b> (NR CDBG) Water, Sewer, Streets	\$1,000,000
1992-1996 <b>Hampton</b> (NR CDBG) Storm water Management	\$500,000
1994-1996 <b>Astatula</b> (NR CDBG/FRDAPS) Fire Suppression, Well, Tank, Parks	\$1,000,000
1993-1996 <b>Wildwood</b> (CR CDBG/FRDAPS/Main Street) Downtown/Parks	\$1,100,000
1994-1996 <b>Fruitland Park</b> (FRDAPS/NR) Parks, Water	\$600,000
<b>TOTAL</b>	<b>\$169,674,900</b>

**Relevant, Selected Project Experience: Housing 1992 through the present**

2009 <b>Osceola County</b> (CDBG HR)	\$750,000
2008 <b>Lake County</b> (CDBG NSP Substantial Amendment)	\$3,136,967
2007 <b>Mascotte</b> (CDBG HR)	\$700,000
2007 <b>Martin County</b> (CDBG DRI Supplemental)	\$1,200,000
2007 <b>Lauderdale Lakes</b> (CDBG DRI Housing Rehab)	\$660,000
2006 <b>Martin County</b> (CDBG DRI Housing Rehab)	\$1,600,000
2006 <b>Lake Wales</b> (CDBG DRI Housing Rehab)	\$600,000
2006 <b>Highlands County</b> (CWHIP/SHIP/HHRP Workforce Housing)	\$5,000,000
2004-2006 <b>Highlands County</b> CDBG/SHIP/HOME	\$3,100,000
2002-2006 <b>Highlands County</b> CDBG/SHIP/USDA	\$3,236,000
2005 <b>Charlotte County</b> CDBG/SHIP	\$2,000,000
2005 <b>DeSoto County</b> CDBG/SHIP/HOME	\$3,300,000
2005 <b>Hardee County</b> HOME Again/SHIP	\$700,000
2000 <b>Citrus County</b> CDBG/El Nino/ Mitigation	\$1,300,000
1999 <b>Alachua</b> El Nino/Hazard Mitigation	\$400,000
1994 <b>Brooksville</b> Housing Rehab CDBG	\$750,000
1992-1993 <b>Crystal River</b> Housing Rehabilitation	\$600,000
1995 <b>Lafayette County</b> CDBG/SHIP Rehab	\$1,500,000
1993 <b>Lake Butler</b> CDBG Housing Rehab	\$5,000,000
1993 <b>Dixie County</b> CDBG/SHIP Housing Rehab	\$1,500,000
1993 <b>Inglis</b> CDBG Housing Rehab	\$5,000,000
<b>TOTAL</b>	<b>\$33,032,967</b>

**Don Ridley**

**Selected Projects Experience: Housing 1987 through the present**

	Units	Activity	
2009 <b>Osceola County</b> (CDBG HR)	11	Housing Rehab/Replace	\$750,000
2008 <b>Lake County</b> (CDBG NSP Amendment)	??	Housing Rehab/Replace	\$3,136,967
2008 <b>Martin County</b> (DRI Supplemental)	??	Housing Rehab/Replace	\$1,200,000
2007 <b>Mascotte</b> (CDBG HR)	11	Housing Rehab/Replace	\$700,000
2007 <b>Lauderdale Lakes</b> (CDBG DRI Housing Rehab)	30	Housing Rehab/Replace	\$660,000
2007 <b>Martin County</b> (CDBG DRI HR)	15	Housing Rehab/Replace	\$1,700,000
2006-2007 <b>Lake Wales</b> (CDBG DRI HR)	4	HR + Infrastructure	\$600,000
2004-2006 <b>Highlands</b> Disaster/SHIP/Home Again	60	Housing Replacement	\$1,600,000
2002-2006 <b>Highlands County</b> CDBG/SHIP/USDA	51	Housing Rehab/Replace	\$3,200,000
2005 <b>Charlotte County</b> CDBG/SHIP	50	Disaster Recovery	\$2,000,000
2005 <b>Homeless Coalition/Highlands County</b>	90	Housing Rehab/Replace	(Inspections)
2004-2005 <b>DeSoto County</b> CDBG/SHIP/HOME Again	58	Disaster Recovery	\$3,500,000
2005 <b>Hardee County</b> HOME Again/SHIP	12	Disaster Recovery	\$700,000
1993-1996 <b>Leesburg</b> CDBG/SHIP	75	Housing Rehab/Replace	\$2,500,000
1995-1996 <b>Brooksville</b> Housing Rehab CDBG	26	Housing Rehab/Replace	\$750,000
1996-1999 <b>Hernando</b> Housing Rehab CDBG/SHIP	26	Housing Rehab/Replace	\$1,000,000
1989-1992 <b>Inverness</b> Housing Rehabilitation	22	Housing Rehab/Replace	\$600,000
1995-1997 <b>Mascotte</b> Housing Rehabilitation	22	Housing Rehab/Replace	\$500,000
1994-1997 <b>Umatilla</b> Housing Rehabilitation	22	Housing Rehab/Replace	\$500,000
1991-1993 <b>Crystal River</b> Housing Rehabilitation	22	Housing Rehab/Replace	\$600,000
1992-1994 <b>Levy County</b> Housing Rehab CDBG/SHIP	26	Housing Rehab/Replace	\$1,000,000
1995-1999 <b>Homestead</b> Disaster Recovery	300	Housing Rehab/Replace	\$20,000,000
1996-1998 <b>Groveland</b> CDBG Housing Rehabilitation	22	Housing Rehab/Replace	\$600,000
1994-1997 <b>Springfield</b> CDBG HR	22	Housing Rehab/Replace	\$600,000
1992-1996 <b>Dixie County</b> CDBG/SHIP Housing Rehab	52	Housing Rehab/Replace	\$1,500,000
1992-1996 <b>Lafayette County</b> CDBG/SHIP Rehab	52	Housing Rehab/Replace	\$1,500,000
1994-1995 <b>Oakland</b> CDBG Housing Rehabilitation	22	Housing Rehab/Replace	\$500,000
1994-1996 <b>Milton</b> CDBG Housing Rehabilitation	22	Housing Rehab/Replace	\$600,000
1995-1998 <b>Coleman</b> CDBG Housing Rehabilitation	52	Housing Rehab/Replace	\$1,200,000
1990-1993 <b>Webster</b> CDBG Housing Rehabilitation	22	Housing Rehab/Replace	\$500,000
1994-1996 <b>Sebring</b> CDBG Housing Rehabilitation	22	Housing Rehab/Replace	\$600,000
1990-1993 <b>Labelle</b> CDBG Housing Rehabilitation	52	Housing Rehab/Replace	\$600,000
1992-1995 <b>Clewiston</b> CDBG Housing Rehabilitation	22	Housing Rehab/Replace	\$600,000
1995-1997 <b>Glades County</b> CDBG/SHIP Housing Reha	26	Housing Rehab/Replace	\$600,000
1993-1995 <b>Center Hill</b> CDBG Housing Rehab	22	Housing Rehab/Replace	\$500,000
1994-1997 <b>Okeechobee County</b> CDBG /SHIP Housing	26	Housing Rehab/Replace	\$600,000
1996-1998 <b>Horseshoe Beach</b> CDBG Housing	22	Housing Rehab/Replace	\$500,000
1989-1992 <b>Mayo</b> HR CDBG Housing	22	Housing Rehab/Replace	\$500,000
1995-1998 <b>Osceola County</b> CDBG/SHIP Housing	52	Housing Rehab/Replace	\$1,500,000
1995-1996 <b>St. Cloud</b> CDBG Housing Rehab	22	Housing Rehab/Replace	\$500,000
1995-1998 <b>Eustis</b> CDBG Housing Rehabilitation	22	Housing Rehab/Replace	\$600,000
1996-1999 <b>Hampton</b> CDBG Housing Rehab/Replace	50	Housing Rehab/Replace	\$1,500,000
1995-1997 <b>Astatula</b> CDBG Housing Rehab/Replace	22	Housing Rehab/Replace	\$500,000
1995-1997 <b>Hendry County</b> CDBG/SHIP Housing	26	Housing Rehab/Replace	\$800,000
1991-1994 <b>Worthington Springs</b> CDBG Housing	22	Housing Rehab/Replace	\$500,000
Additional Units Supervision/Support	800	Housing Rehab/Replace	\$10,000,000
<b>TOTAL</b>	<b>2,369</b>		<b>\$74,596,967</b>



1987-1994 <b>Branford</b> (NR CDBG/FRDAP) Plant, Sewer, Water, Streets, Well	\$1,700,000
1989-1995 <b>Astatula</b> (NR CDBG/FRDAPS) Fire Suppression Mains, Well, Tank, Parks	\$1,000,000
1980's <b>Fruitland Park</b> (FRDAPS/NR CDBG) Parks, Water, Streets	\$800,000
1980's Pierson Water Plants	\$5,000,000
1970's Pinellas Park Fishing Pier, Causeway, Pier, Commercial	\$10,000,000
1970's Nuclear and Coal Power Plants (2)	\$100,000,000
1970's State East-West Express Way	\$100,000,000
1970's & 80's Kennedy Space Center Improvements	\$25,000,000
<b>TOTAL</b>	<b>\$382,074,900</b>

**Antonio Jenkins: Relevant, Selected Project Experience**

2008 <b>Martin County</b> (CDBG DRI Supplemental Housing Rehab)	\$1,200,000
2007 <b>Mascotte</b> (CDBG HR)	\$750,000
20078 <b>Highlands County</b> (CDBG ED Assisted Living Facility)	\$750,000
2007 <b>Lauderdale Lakes</b> (CDBG DRI Housing Rehab)	\$660,000
2007 <b>Indian River County</b> (CDBG NR)	\$750,000
2007 <b>Fort Meade</b> (CDBG NR Grant App)	\$700,000
2007-2009 <b>Martin County</b> (CDBG NR & CDBG DRI, Housing Rehab/Replace)	\$2,374,900
2007-2009 <b>Mascotte</b> (Wastewater and Drinking Water Systems Expansion, CDBG)	\$30,750,000
2007-2008 <b>Eagle Lake</b> (CDBG NR Planning Grant)	\$70,000
2006-2007 <b>Lake Wales</b> (CDBG DRI Housing Rehab)	\$600,000
2006 <b>Highlands County</b> (CWHIP - Workforce Housing)	\$5,000,000
2006 <b>LaBelle</b> (ED CDBG & NR CDBG)	\$1,400,000
2006 <b>Avon Park</b> (CR CDBG Pedestrian Malls/Water/Sewer/Access)	\$1,000,000
2005 <b>Lake Placid</b> (Water, Sewer, Access, Reuse ED CDBG - 1)	\$650,000
2004-2006 <b>Highlands County</b> (Water, Sewer, Access, Gas ED CDBG - 2)	\$1,500,000
2004-2006 <b>Sebring Airport</b> (FDOT/EDTF/RIF/EDA/STAG/EDI - 2)	\$4,000,000
2005 <b>Highlands County</b> (HHRP/SHIP/Home Again Housing Replacement - 1)	\$1,200,000
2005 <b>Highlands County</b> (CDBG/HHRP/ Housing Rehab/Replace - 1)	\$1,500,000
<b>TOTAL</b>	<b>\$54,854,900</b>

## **Carol Law, Grants Administrator**

Ms. Law has recently joined the Guardian Team. She has extensive experience in the restoration of private and government buildings.

Ms. Law has worked with State of Florida agencies and grants programs. She has developed proposals and curriculum for government funding of projects and has provided and conducted workshops.

In her capacity as Grants Administrator she is responsible for:

- CDBG file set monitoring
- Grant research and writing
- Quarterly reporting
- Client file maintenance
- Attendance and representation at site visits and monitoring
- On site file building and maintenance
- Grant closeouts
- Review of grants management policy and procedures

In addition, Ms. Law's career accomplishments include overseeing accounts receivable and payable, payroll, one-on-one customer service and management of internal staff. She has conducted vocational rehabilitation training of work force personnel through State of Florida grants and developed proposals and curriculum for workshops.

Ms. Law is active in volunteer work and has participated in the recent Haiti Earthquake Relief efforts.

### **RECENT PROJECTS:**

- Hernando County NSP CDBG
- Martin County NSP CDBG
- Osceola County NSP CDBG
- Lake County NSP Entitlement
- Town of Lake Placid HR CDBG
- City of Mascotte HR CDBG
- City of Arcadia HR CDBG
- City of Eagle Lake NR-ARRA CDBG
- Martin County DRI Housing Rehab
- Sebring Airport Authority STAG consulting

### **EDUCATION AND CERTIFICATIONS:**

Bachelor of Science Degree in Business/Finance, Florida Southern University.

TREEO Center Preservation Services, University of Florida

## Debra Woodard, Project Coordinator

Ms. Woodard has over 20 years of professional experience in the commercial insurance industry where she held numerous positions including vice president-senior client account manager.

During this time Ms. Woodard worked directly with client risk managers and senior level management to analyze domestic and international property risk exposures. She has exceptional problem solving and analytical skills, able to ascertain needs and propose creative solutions. Her exceptional organizational and analytical skills will be an asset to the Guardian Team.

In her capacity as Project Coordinator she is responsible for:

- Development and management of project tracking systems to monitor financial allocations, progress reporting, and maximize project efficiencies.
- Case file management
- Provide applicant and/or realtor support through the initial property qualification phase.
- Pre-qualifying individual properties and scheduling home inspections per project regulations

Ms. Woodard is an active volunteer in her community, holding numerous church and home owner association positions.

### RECENT PROJECTS:

- Hernando County NSP
- Osceola County NSP
- Lake County NSP
- City of Palm Coast NSP

### EDUCATION AND CERTIFICATIONS

*Bachelor of Business  
Administration Degree in  
Organizational Behavior and  
Management, University of  
Houston*

*Associate of Science Degree  
in Petroleum Technology,  
University of Pittsburg*

*2-20 General Lines Property  
& Casualty Insurance  
License*

## **Randy McCarty, REO Development Professional**

Mr. McCarty will assist the Project Manager/Housing Specialist with the oversight of construction administration and resident project representation for our housing and land development programs, including CDBG, Neighborhood Stabilization Program, SHIP, HOME, and others

He has an in-depth knowledge of construction, cost/improvement analysis, and repair and restoration processes.

In his capacity as an REO expert, he will assist our Team members with all aspects of NSP and the buying and selling of REO properties. Additionally, he is responsible for:

- Inspecting housing units submitted for various grant funded programs, including NSP, CDBG, and SHIP
- Monitoring applicant files for the Hernando and Osceola Neighborhood Stabilization Programs
- Fielding applicant questions and attending applicant orientation workshops
- Carrying out homeowner/applicant eligibility screening that includes income verification
- Creating and maintaining beneficiary jacket files.
- Onsite monitoring of CDBG files for compliance with program rules/regulations.
- Case file management
- Housing requirements compliance

Mr. McCarty brings to the Guardian Team over 16 years of commercial and multi-family residential acquisition, development, leasing, facilities maintenance and resale experience. His background will provide additional expertise to our Housing Department.

Additionally, Mr. McCarty has successfully developed and managed a large retail and bank repossession (REO) sales team. He developed a bank owned repossession service practice, where he worked with vendors, bank service companies, other real estate companies and the public to create a profitable operation

### **RECENT PROJECTS:**

- Florida NSP CDBG City of Palm Coast, Hernando, Lake, Martin and Osceola counties
- Hernando County SHIP Rehab Inspections
- Osceola County HR CDBG
- City of Arcadia HR CDBG
- City of Eagle Lake NR-ARRA CDBG
- Town of Lake Placid NR CDBG
- HHRP/SHIP/HOME/FHOP Management
- Martin County CDBG DRI Housing Rehabilitation
- Lauderdale Lakes CDBG DRI Housing Rehabilitation

### **EDUCATION AND CERTIFICATIONS:**

Bachelor of Science, Business Management, Nova University

Associate of Arts, Business, Polk Community College

520 All Lines Adjusters License – State of Florida DBPR (active)

440 Customer Rep / Sales – State of Florida DBPR (active)

Real Estate Salesperson – State of Florida (inactive)

## **Marilyn Sandholm, Project Inspector**

Ms. Sandholm has recently joined the Guardian Team and brings many years of experience in residential construction. She currently works with the Guardian team as a project inspector, ensuring the construction projects we oversee are grant compliant.

### **Professional highlights and duties:**

Ms. Sandholm has owned her own residential construction company for over 15 years. As owner of this company, she is responsible for all aspects of construction of custom homes, including working with customers to understand their goals and constraints, design, cost and time estimates and budgeting. Projects include new construction of numerous homes, additions, problem remediation and renovation.

She has substantial construction management experience, including all planning and field tasks of residential construction as a Florida licensed Residential Contractor. She is well versed in reading and interpreting construction plans and blueprint as well as knowledge of building construction methods, standards, and materials.

### **Home Inspection related skills include:**

- Residential construction knowledge
- Cost estimating
- Project and subcontractor management
- Knowledge of Florida Building Code, local rules, regulations, ordinances and land use regulations.

Ms. Sandholm has firsthand knowledge of Florida building codes with experience overseeing and personally inspecting each stage of construction prior to official inspections. She also has extensive experience in construction project cost estimation, project management and reporting.

### **RECENT PROJECTS:**

- Hernando County NSP CDBG
- Osceola County NSP CDBG
- Martin County NSP CDBG
- City of Palm Coast NSP CDBG
- Lake County NSP Entitlement
- City of Jacksonville NSP Entitlement
- City of Eagle Lake NR-ARRA CDBG
- Town of Lake Placid NR CDBG
- City of Arcadia HR CDBG
- City of Mascotte HR CDBG
- Osceola County HR CDBG

### **EDUCATION AND CERTIFICATIONS:**

Bachelor of Science, Elementary Education, University of Central Florida

Construction continuing education, Lake County Home Builders Association

Ms. Sandholm is a licensed Florida residential contractor

## **Andy Easton, Assistant Grants Administrator**

With over 15 years of experience in grant management, urban and regional planning, program development and project administration, Mr. Easton is well versed on the planning and development issues of Florida's communities.

### **Professional highlights:**

*Mr. Easton is familiar with a variety of private and public grant research data bases. He has developed several grant management plans and is currently serving as the grant research coordinator for several Florida communities.*

*He has worked as both a CDBG and SHIP administrator and provided housing administration services. He has recently served as the housing grant writer for the City of Chattahoochee and is partnered with Habitat for Humanity to provide administrative oversight for a planned NSP project.*

**Mr. Easton has obtained and managed over \$50,000,000 in infrastructure related grants and loans since 1989!**

*In addition, he has recently completed a medium size redevelopment project. The project involved identifying the scope and character of downtown improvements, coordinating funding sources and coordinating with local business owners and design professionals.*

*Mr. Easton's experience with economic development projects includes implementing business retention surveys, writing economic development plans and managing business assistance grants.*

*Mr. Easton has authored seven local government plans since 1990. He is currently developing comprehensive plan updates and school concurrency plans for communities in Central and North Florida*

Land Development Regulations (LDRs) are the primary tools for implementing local government comprehensive plans. Mr. Easton has authored LDR's for six of Florida's cities and counties. His guiding principal when developing LDR's is to ensure that the proposed ordinance is developed in a manner that satisfies both the mandates of state law and the needs of local residents, local government staff and elected officials.

### **Professional Associations**

American Institute of Certified Planners  
American Economic Development Council, Former Member  
American Planning Association

### **RECENT PROJECTS:**

- City of Lake Wales, CDBG Disaster Preparedness Improvements and Housing Rehabilitation
- City of Milton CDBG Housing Grant and 2 Commercial Revitalization projects
- Dixie County, FL SHIP and CDBG Administrator
- Okaloosa County, Partner with Habitat for Humanity to provide CDBG Grant Administration for planned NSP

### **RECENT TRAINING:**

- CDBG Rule Hearings, Application & Implementation Workshops (annually)
- NSP Workshops, Tallahassee, West Palm Beach
- Project Management workshop, American Planning Association
- Seventh Annual Public Policy Workshop, American Planning Association

### **Education and Certifications:**

Master of Public Administration, Florida State University

Bachelor of Science, Urban and Regional Planning, East Carolina University

Associates of Arts, History and Government, Tallahassee Community College

**BID 10015**  
**FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEIGHBORHOOD**  
**STABILIZATION PROGRAM AND THE HOUSING REHABILITATION PROGRAM**

ADDRESS TO:  
THE CITY OF DELTONA  
KATE KRAUSS, PURCHASING MANAGER  
2345 PROVIDENCE BLVD.  
DELTONA, FLORIDA 32725

I acknowledge receipt of Addenda No. (s) Two  
I have included:

- ☒ Contractor Information Sheet
- ☒ Statement of Experience in Construction Management with References
- ☒ Bid Form
- ☐ Hold Harmless Agreement Not Applicable
- ☒ Conflict of Interest Form
- ☒ Public Entity Crime Form
- ☒ Compliance with Davis Bacon Act Form
- ☒ Certification regarding Debarment, Suspension or other Responsibility Matters
- ☒ Drug Free Workplace Form
- ☒ Non-Collusive Affidavit

(Check mark items above, as a reminder that they are included.)

Mailing Address: 15380 CR 565A, Suite B, Groveland, FL 34736

Telephone: 352-432-5913

Fax: 863-583-0357

Date: May 5, 2010

Signed: \_\_\_\_\_



Digitally signed by Christine  
Alday  
Date: 2010.05.05 11:39:54  
-04'00'

Printed Name: Christine Alday

Title: President/CEO



**CITY OF DELTONA  
ADDENDUM #1  
BID # 10015  
CONSTRUCTION ADMINISTRATION SERVICES**

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The City is opening up the bid for companies that are Licensed Building Inspectors that also have experience in all aspects of the Construction Management process and have experience working with NSP/CDBG Programs. Proof of experience must be submitted in accordance with bid documents.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED  
Guardian Community resources Management, Inc.

NAME OF BUSINESS

**GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC.**



BY: \_\_\_\_\_ May 5, 2010  
SIGNATURE/DATE

**Christine Alday, President/CEO**  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

( 352 ) 432-5913  
AREA CODE AND TELEPHONE NUMBER

**CITY OF DELTONA  
ADDENDUM #2  
BID # 10015  
CONSTRUCTION ADMINISTRATION SERVICES**

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1. Are you anticipating several houses needing construction management at the same time? – Yes, there will be multiple houses to manage at the same time. You will be overseeing the General Contractors on each unit
2. If so would the pre-construction meetings be scheduled on the same day? – Yes, for efficiency, it would be better to have one pre-con. However, these units will be provided in rotation, so that may not happen as such.
3. Does the weekly progress/inspection meeting on site involve anyone other than the construction manager? - The Construction Manager with the General Contractor and any of his subs, if needed.
4. Is the day for this inspection determined by the construction manager? - Yes
5. Are the bi-weekly progress reports to the city e-mailed, regular mail, in person? – We will accept e-mailed copies, already signed.
6. If in person, how is that scheduled? – N/A
7. Do we have any information on the value of the projects pre-bid? A range of values? A job for minor exterior wood repair and painting does not require the time that a project that included mold remediation, structural stabilization, replacement of all major systems, etc would be more time consuming. – A unit cost list was created by the local contractors. This has been reviewed by the City's Building Official and needs to be approved by the CM.
8. Are you looking for an hourly cost? – A Bid Form is included on Page 12 that must be completed and submitted with your bid

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Guardian Community Resource Management, Inc.

NAME OF BUSINESS

BY:



Digitally signed by Christine Alday  
Date: 2010.05.05 11:38:22 -04'00'

SIGNATURE/DATE

Christine Alday, President/CEO

NAME & TITLE, TYPED OR PRINTED

15380 CR 565A, Suite B

MAILING ADDRESS

Groveland, FL 34736

CITY, STATE, ZIP CODE

( 352 ) 432-5913

AREA CODE AND TELEPHONE NUMBER

**CITY OF DELTONA  
CONTRACTOR INFORMATION SHEET**

The information below is required to complete your bid packet. Type or print only.

Company Name: Guardian Community Resource Management, Inc.  
Address 1: 15380 CR 565A, Suite B  
Address 2: \_\_\_\_\_  
City: Groveland  
State: Florida  
Zip Code: 34736  
Phone Number: 352-432-5913  
Fax Number: 863-583-0357  
Project Contact: Christine Alday  
e-mail address: Christine.Alday@GuardianCRM.com

**Remittance (Payment) Mailing Information**

Address: Post Office Box 189  
City: Mascotte State: Florida Zip Code: 34753  
Phone Number: 352-432-5913  
Fax Number: 863-583-0357  
Project Contact: Christine Alday  
e-mail address: Christine.Alday@GuardianCRM.com  
Federal Tax ID No.: 13-4309252  
Tax ID Type: ☒ Federal Tax ID ☐ Social Security Number

### STATEMENT OF EXPERIENCE IN CONSTRUCTION MANAGEMENT

Contractor: Guardian Community Resource Management, Inc.

How Long In Business: 5 years At Current Address 1 year

**Principals:**

Christine Alday

Title President/CEO

Corbett Alday

Title Vice President/COO

Title \_\_\_\_\_

**Type of Work Normally Performed:**

Project management, Bid and Construction Oversight, NSP and CDBG Grant Administration

**Projects of this Type Previously Completed:**

1. Osceola County Housing Rehabilitation Amount \$ \$84,000

2. Hernando County NSP Amount \$ \$395,000

3. Martin County Disaster Recovery Programs-Wilma 1 and 2 Amount \$ \$152,500

**References for Projects listed above:**

1. Lania Crouch, Director of Human Services

108 Park Place Blvd, Kissimmee, FL 34741 Tel. No. 407-742-8411

2. Jean Rags, Director Health and Human Services

20 North Main Street, Room 161

Brooksville, FL 34601 Tel. No. 352-540-4338

3. David Graham, Director of Administration

2401 SE Monterey Road

Stuart, FL 34996 Tel. No. 772-221-2352

**Financial** Guardian Community Resource Management, Inc. has no negative issues

**Status:** related to its financial condition.

**Equipment:** All necessary equipment and staff to complete required tasks

Number of Personnel Currently Employed: 12

Number of Personnel Available for Project: 12

Other Pertinent Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Qualifications of Personnel.** It is essential that the project be supervised and carried out by personnel possessing training and experience appropriate to the nature of the project. The bid submitted by Contractor must include documentation of the professional qualifications of the key personnel to be employed.

Such documentation shall include, but not be limited to:

- (1) resumes of academic training and employment in the applicable field;
- (2) evidence of possession of required licenses or business permits.

**NOTE:** Proposer may submit separate statement of experience with additional information. (Attach to this page)

## BID FORM

**Provide pricing for the following services:**

SERVICE	COST
Review Inspection Report and determined whether or not the recommendations from the Inspector are acceptable and define a Scope of Work for each project based on the Inspection Report and any additional work that may be required	\$ 100.00/hour
Review Bid received from General Contractor and Attend pre-construction meeting	\$ 100.00/hour
Inspect and Review each Draw submitted by General Contractor and approve payment	\$ 100.00/hour
Weekly Progress Meeting/Inspection at jobsite	\$ 100.00/hour
Bi-Weekly Progress Report to the City	\$ 100.00/hour
Hourly Rate for other services/ie: meetings, processing change orders, etc.	\$ 100.00/hour

**BID 10015**  
**CONFLICT OF INTEREST DISCLOSURE**

**I HEREBY CERTIFY that**

1. I, (printed name) Christine Alday, am  
the (title) President/CEO and the duly authorized representative of  
the firm of (Firm Name) Guardian Community Resource Management, Inc.  
whose address is 15380 CR565A, Suite B, Groveland, FL, and that I possess the legal authority to make this affidavit  
on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,  
real or apparent, due to ownership, other clients, contracts, or interests associated with this  
project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any  
corporation, firm, or person submitting a bid for the same services, and is in all respects fair  
and without collusion or fraud.

**EXCEPTIONS to items above**

(List): \_\_\_\_\_

By Christine Alday Digitally signed by \_\_\_\_\_ Date May 5, 2010



Christine Alday  
Date: 2010.05.05  
11:44:15 -04'00'

(Sigr. \_\_\_\_\_)  
By Christine Alday, President/CEO  
Corporate Officer Name & Title

STATE OF FLORIDA  
COUNTY OF LAKE

**PERSONALLY KNOW TO ME AND WHOSE DIGITAL SIGNATURE IS VALID**

Sworn to and ~~subscribed before me~~ this 5th day of May, 2010,  
by Christine Alday, who is personally known to me  
or who has produced \_\_\_\_\_ as identification.



**SUSAN J. MATHESON**  
MY COMMISSION # DD 915309  
EXPIRES: September 22, 2013  
Bonded Thru Budget Notary Services

Susan J. Matheson  
NOTARY PUBLIC - STATE OF Florida

Type or print name:  
Susan J. Matheson

(Seal)





**SWORN STATEMENT UNDER  
SECTION 287.133(3)(a), Florida Statutes,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC  
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to City of Deltona by Christine Alday for Guardian Community Resource Management Inc. whose business address is PO Box 189, Mascotte, FL 34753, Federal Employer Identification No. FEIN 13-4309252.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies )

XXXX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach copy of the final order )

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM



Signature

May 5, 2010

Date

Sworn to and subscribed before me this 5<sup>th</sup> day of May 20 10

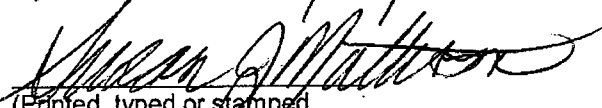
Personally known XXX

\_\_\_\_\_ or Produced Identification

\_\_\_\_\_ (Type of Identification)

Notary Public - State of Florida

My commission expires 9/22/2013

  
(Printed, typed or stamped  
commissioned name of notary public)



SUSAN J. MATHESON  
MY COMMISSION # DD 915309  
EXPIRES: September 22, 2013  
Bonded Thru Budget Notary Services

## **COMPLIANCE WITH DAVIS BACON AND RELATED ACTS**

Information regarding Davis Bacon and Related Acts can be found on the following websites:

<http://www.dol.gov/esa/whd/contracts/dbra.htm>

<http://www.dol.gov/PrinterFriendly/PrinterVersion.aspx?url=http://www.dol.gov/esa/whd/programs/dbra/WD10Instrctns/wd10instructions.htm>

By signing below, I, as legal representative of my firm, agree to comply with all Davis Bacon and Related Acts (DBRA), as well as follow all of the procedures, rules, and regulations of the Wage and Hour Division of the United States Department of Labor.

By Christine Alday



Digitally signed  
by Christine Alday Date May 5, 2010

Date: 2010.05.05  
12:15:58 -04'00'

(S)  
By Christine Alday, President and CEO  
Corporate Officer Name & Title



---

**BID 10015 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEIGHBORHOOD  
STABILIZATION PROGRAM AND THE HOUSING PROGRAMS WITHIN THE COMMUNITY  
DEVELOPMENT DIVISION  
Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

**TO BE COMPLETED BY THE GENERAL CONTRACTOR**

- 1) The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors):
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Christine Alday, President/CEO

<b>Name</b>		Digitally signed by Christine Alday
<b>Signature</b>		Date: 2010.05.05 11:40:47 -04'00'
<b>Firm</b> Guardian Community Resource Management, Inc.		
<b>Address</b> 15380 CR 565A, Suite B		
<b>Street address</b> Groveland, FL 34736		
<b>City, State, Zip</b> May 5, 2010		
<b>Date</b>		

**BID 10015  
DRUG-FREE WORK PLACE**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

Guardian Community Resource Management, Inc. does:  
*(Name of Firm)*

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Christine Alday

Name

President/CEO

Title

Guardian Community Resource Management, Inc.

Firm

15380 CR 565A, Suite B

Street Address

Groveland, FL 34736

City, State, Zip

May 5, 2010

Date



Digitally signed by  
Christine Alday  
Date: 2010.05.05 12:16:55  
-04'00'

### NON-COLLUSION AFFIDAVIT

I, Christine Alday, depose and say that:

1. I am President/CEO of the firm of Guardian Community Resource Mangement, Inc. the firm submitting the response described in this Request for Proposals for:

RFP 0934 General Contractor Services and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Deltona relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.



Digitally signed by

Christine Alday

Date: 2010 05 05

12:19:57 -04'00'

Date: May 5, 2010

Signature of Bidder: \_\_\_\_\_

STATE OF: Florida

CITY OF: Groveland

KNOWN TO ME AND WHOSE DIGITAL SIGNATURE IS VALID

~~PERSONALLY APPEARED BEFORE ME~~; the undersigned authority,

who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 5th day of 2010

### NOTARY PUBLIC

My Commission Expires: 9/22/2013



SUSAN J. MATHESON  
MY COMMISSION # DD 915309  
EXPIRES: September 22, 2013  
Bonded Thru Budget Notary Services

## **Prohibition Against Contingent Fees**

**Prohibition Against Contingent Fees:** All respondents shall properly complete, notarize, and include with their proposal the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement (See "**Prohibition Against Contingent Fees**" form).

Note: We are unable to locate this form. We do not have any contingent fee employees working for Guardian Community Resources Management, Inc.

## SAMPLE INSURANCE CERTIFICATE

<b>ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>01/20/2009</b>												
PRODUCER <b>863.688.5495</b> FAX <b>863.688.4344</b> <b>Herndon &amp; Associates Insurance, LLC</b> <b>P O Box 3608</b> <b>Lakeland, FL 33802</b>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED <b>Guardian Community Resource Management, Inc.</b> <b>PO Box 189</b> <b>Mascotte, FL 34753</b>		<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <b>Auto Owners Ins Co</b></td> <td><b>18988</b></td> </tr> <tr> <td>INSURER B: <b>FFVA Mutual Insurance Co</b></td> <td></td> </tr> <tr> <td>INSURER C: <b>United States Liability Ins Co</b></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Auto Owners Ins Co</b>	<b>18988</b>	INSURER B: <b>FFVA Mutual Insurance Co</b>		INSURER C: <b>United States Liability Ins Co</b>		INSURER D:		INSURER E:	
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INSURER A: <b>Auto Owners Ins Co</b>	<b>18988</b>													
INSURER B: <b>FFVA Mutual Insurance Co</b>														
INSURER C: <b>United States Liability Ins Co</b>														
INSURER D:														
INSURER E:														

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	72675729	11/01/2008	11/01/2009	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ <b>10,000</b>
	<input checked="" type="checkbox"/> Hired & Non-Owned				PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> Auto Liability	\$1,000,000			GENERAL AGGREGATE \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	4657373400	11/01/2008	11/01/2009	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC84000183642009A	01/02/2009	01/02/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
					E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	OTHER Professional Liability	SP1014974	04/13/2008	04/13/2009	\$2,000,000 Aggregate \$1,000,000 Each Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 RE: 09-0012

Lake County, a Political Subdivision of the State of Florida and the Board of County Commissioners shall be named as additional insured ATIMA with respects to the General Liability on a primary & non-contributory basis. Waiver of subrogation applies on the General Liab & Workers Comp policies. \*10 day notice to cancel applies for non-payment of premium.

## CERTIFICATE HOLDER

Lake County, a political subdivision of the State of Florida & the Board of County Commissioners  
 P O Box 7800  
 Tavares, FL 32778

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Gerald Powell/MICHEL

©ACORD CORPORATION 1988

ACORD 25 (2001/08) FAX: 352.343.9473



## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



State of Florida

Business Certification

Guardian CRM, Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes for a period from:

November 10, 2009 to November 10, 2011

Torey Alston, Executive Director

*Florida Department of Management Services  
Office of Supplier Diversity*

Office of Supplier Diversity 4050 Esplanade Way, Suite 380 Tallahassee, FL 32399-0950 850.487.0915 [www.osd.dms.state.fl.us](http://www.osd.dms.state.fl.us)

<p><b>Submit RFP to:</b></p> <p><b>CITY OF DELTONA</b></p> <p>2345 Providence Blvd. Deltona, Florida 32725 <b>Attn: Purchasing</b></p> <p><b>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</b></p>	<p><b>BID# 10015</b></p> <p><b>CONSTRUCTION ADMINISTRATION SERVICES</b></p>
<p><u>Contact:</u></p> <p>Kate Krauss, Purchasing Manager</p> <p>Phone: (386) 878-8100 Fax: (386) 878-8571</p>	<p>RESPONDENTS NAME: _</p> <p>__Richard L. Hardy</p> <p>__As President for</p> <p>__The Hardy Group, Inc. ____</p>
<p><u>Responses Due Date &amp; Time:</u></p> <p><b>THURSDAY, MAY 6, 2010</b> <b>AT 2:00 P.M.</b></p>	<p><b>MAILING ADDRESS:</b> _____</p> <p><b>1200 Plantation Island Dr. S</b> <b>Suite 120</b> <b>St. Augustine, Florida 32080</b></p>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 2nd Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>_____</p> <p>_____</p> <p>Phone#: 904-471-5800</p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION**

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Respondents shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the RFP# and title. Companies shall submit **three typed copies and one unbound original (please do not use three ring binders)** of their response, complete with all supporting documentation. SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN **OFFER** BY THE COMPANY SUBMITTING RESPONSE. RFP responses which do not comply with these requirements may be rejected at the option of the City.

**CONTACT:** All prospective Respondents are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the Purchasing staff regarding this Request for Proposals or their response at any time during the RFP process. Any such contact shall be cause for rejection of your response. The RFP/RFQ process is not complete until an award is made.

**DELAYS:** The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

**EXECUTION OF RFP:** RFP must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Proposer in contractual obligations. Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original

bid conditions and specifications cannot be changed or altered in any way. Altered RFP's will not be considered and attached to the RFP

Clarification of RFP's submitted shall be in letter form, signed by proposers and

**RESPONDENT INFORMATION:** Firms shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the RFP Information Sheet, whichever part applies, and include with their submittal.

**JOINT VENTURES:** Responses submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Request for Proposals

**NO RESPONSE:** If not submitting a RFP response, respond by returning only the Statement of No Response, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the proposers name from the mailing list.

**BID OPENING:** Shall be public, at the above address, on the date and at the time specified above. The response time and place shall be scrupulously observed. Under no circumstances shall submittals delivered after the time specified be considered; such Submittals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serves as the official authority to determine lateness of any response. It is the Respondents sole responsibility to assure that his/her response is complete and delivered at the proper time and place of the RFP opening. Submittals which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public RFP Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-878-2100.

**TAXES:** The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Proposer. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

#### **CERTIFICATES**

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

**MISTAKES:** Proposers are expected to examine the terms and conditions, specifications, delivery schedule, proposed prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. RFP's having erasures or corrections must be initialed in ink by the Proposer.

**AWARD TERM** The term of this award is two years with the option to renew for two additional one year periods upon satisfactory review of prior work

**INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested;

contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.

- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F E I N ).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the RFP Response Form

**GENERAL:** The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs

**ADDITIONAL TERMS AND CONDITIONS:** Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this request if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Documents are the only conditions applicable to this RFP and the Proposer's authorized signature on the RFP Response Form attests to this. Exceptions to the terms and conditions will not be accepted

**INTERPRETATIONS:** All Respondents shall carefully examine the RFP Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Submittals; failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP Documents shall be requested in writing (facsimile transmission acceptable (386) 878-8571, and received by the City at least seven (7) calendar days prior to the RFP Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the RFP. Therefore, oral statements given before the RFP opening will not be binding. Any interpretation of, or changes to, the RFP will be made in the form of a written Addendum to the RFP and will be furnished to all Respondents through DemandStar. Receipt of all addenda shall be acknowledged by the Respondents by signing and enclosing said addenda or addendum acknowledgement with their response.

**ADDENDUM:** The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to RFP Documents, in the form of a written addendum. Should revisions to the RFP Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Respondents who received a bid package through DemandStar. All addenda are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Respondents who obtain RFP Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a RFP holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Respondent may cause your RFP to be rejected as non-responsive if you have failed to submit a RFP without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at [www.demandstar.com](http://www.demandstar.com) in order to be sure latest addendum and any prior addendum have been received

**PROTESTS:** Any Respondent who disputes the RFP selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City

**CONFLICT OF INTEREST:** All Respondents must disclose with their RFP the name of any officer, director, or Agent who is also an employee of the City. All Respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches

**LEGAL REQUIREMENTS:** Respondents are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Respondent shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof

**DRUG-FREE WORKPLACE:** Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more RFP's which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a RFP received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**POSTING OF BID AWARD:** Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the City's Purchasing Manual shall constitute a waiver of proceedings.

**AWARD:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all Submittals, or waive any minor irregularity or technicality in Submittals received, award or eliminate any portion of the response, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Respondents are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

**EEO STATEMENT:** The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

**CONTRACTUAL AGREEMENT:** The contents of this RFP and all provisions of the successful firm's submittal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

**GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the Respondent to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

**PERMITS/LICENSES/FEES:** Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor

**INDEMNIFICATION:** The Respondent, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Respondent. Further, if such a claim is made, or is pending, the Respondent may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Respondent and receive reimbursement. If the Respondent used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**ADVERTISING:** In submitting a RFP, Respondent agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

**ASSIGNMENT:** Any purchase order or contract issued pursuant to this Request for Proposals and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

**COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Respondent certifies that all material, equipment, etc., contained in his/her response meets all applicable OSHA requirements. Respondent further certifies that, if he/she is the successful Respondent, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable OSHA requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Respondent.

**RESPONSIBILITY:** A Respondent must have at the time of the RFP opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product proposed, and capable of producing or providing the items proposed, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

**FACILITIES:** The City reserves the right to inspect the Respondent's facilities at any reasonable time, during normal working hours, to determine that Respondent has a bona fide place of business, and is a responsible Respondent.

**DISQUALIFICATION OF RESPONDENT:** More than one response from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Respondent is involved in more than one submittal will be cause for rejection of all RFP's in which such Respondents are believed to be involved. Any or all Submittals will be rejected if there is reason to believe that collusion exists between Respondents. RFP's in which the prices obviously are unbalanced will be subject to rejection.

**ADJUSTMENTS / CHANGES / DEVIATIONS:** No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a RFP expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Respondent shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

**PUBLIC RECORDS:** Upon award recommendation or ten (10) days after opening, whichever is earlier, RFP's become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

RFP's may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725

**RFP PREPARATION COSTS:** Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals. Respondents should prepare their responses and economically, providing all information and prices as required

**ACCEPTANCE / REJECTION:** The City of Deltona reserves the right to accept or reject any or all Submittals and to make the award to that Respondent, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the response of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of respondents in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

**ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

## **BID #10015 CONSTRUCTION ADMINISTRATION SERVICES**

The City of Deltona is requesting bids from General Contractors or Residential Contractors, with preference given for LEED AP Certification, to provide Construction Administration services for the Neighborhood Stabilization Program (NSP) and the Housing Rehabilitation Programs within the Community Development Division. The work will include housing projects that are administered by the City's Community Development Division.

The Federal Government has issued a Grant to the City of Deltona for the Neighborhood Stabilization Program. This program will allow the City to purchase foreclosed properties in targeted areas and rehabilitate each of them for resale. Once the properties have been identified and purchased, the City will inspect each property to determine what repairs will be required to bring them up to code. Some of the properties may require complete demolition; The General Contractor or Residential Contractor must be licensed and insured to perform work in the State of Florida and Volusia County. The Scope of this work will NOT include any actual construction work. The City previously did an RFP and currently has a pre-qualified list of three Contractors to perform the actual work. The intent of this bid is to oversee all construction related work.

Construction projects will vary in size and type of rehabilitation.

### **SCOPE OF WORK**

The work shall consist but is not limited to the following Construction Administration Services:

Conduct and document a pre-construction conference with the Contractor and owner if applicable.

Review Inspection Reports and determine whether or not the recommendations from the Inspector are acceptable and define a Scope of Work for each project based on the Inspection Report and any additional work that may be required.

Work with pre-qualified Contractor to keep the work evenly distributed and ensure that deadlines are met. Ensure that bids for work are in compliance with pre-established pricing. Respond to the Contractor's requests for information (RFI) and issue necessary clarifications and interpretations.

Review documentation and process the Contractor's monthly requests for payment including obtaining their certified payroll and ensuring that it is in compliance with the Davis Bacon Act.

Assist the Owner in managing disputes with and claims from the Contractor during construction.

Make weekly visits to the construction site to hold progress meetings, to observe the work in progress, to evaluate conformance with the plans and specifications, and to observe field testing by the resident monitor.

Generate bi-weekly progress reports.



Review requests for change orders, evaluate cost and schedule impacts, negotiate with the Contractor, as necessary, and prepare required change order documentation for Owner approval.

Confirm that required notifications of construction progress have been sent to the Planning and Development Department

Provide additional services related to Construction Administration as may be required

**Fees for Services:** Provide fees for services as listed on the enclosed Bid Form

**Licenses/Certification:** The respondents shall have a current contractor's license. Contractors licensed under Chapter 489, Florida Statutes, and operating a business organization must submit a copy of their qualified business license (also known as a certificate of authority). Respondents shall submit with their submittal copies of their license and/or competency card.

**Business Tax Receipt (BTR)** (formerly known as "Occupational license"). A firm who is currently required to have a Business Tax Receipt (BTR) at the time of the submittal shall provide a copy of their current BTR in their response to this solicitation. There are two exceptions to this bid submission requirement:

- 1) If the firm's business does not have a physical location in Volusia County, no submission is required, or
- 2) If the firm's business type is exempted, submit a Proof of Exemption.

**Insurance:** All respondents shall attach evidence of required insurance coverage or proof of insurability in the amounts indicated above. If available, a properly completed ACORD form is preferable. Respondents that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy and a signed, notarized Hold Harmless Agreement for each exempt officer (see "Hold Harmless Agreement" form).

**Conflict of Interest Disclosure:** All respondents shall properly complete, notarize, and include with their proposal the attached disclosure statement of any potential conflict of interest that the firm may have due to ownership, other clients, contracts or interests associated with this project. See the attached form included in this package (see "Conflict of Interest Disclosure" form).

**Prohibition Against Contingent Fees:** All respondents shall properly complete, notarize, and include with their proposal the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement (See "Prohibition Against Contingent Fees" form).

**Public Entity Crime and Discriminatory Vendor List:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two of the Florida Statute Section 287.017 for a period of 36 months from the date of being placed on the convicted vendor list.

See the attached forms to be completed by the contractor and all subcontractors (See "**Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction**" form).

**Drug-Free Work Place:** All respondents shall complete and include with their proposal the attached form certifying compliance with Florida Statute 287.087 (See "**Drug-Free Work Place**" form).

**CONFIDENTIAL INFORMATION:** Do not send confidential, proprietary information or trade secrets.

**DISADVANTAGED AND WOMEN BUSINESS ENTERPRISES:** The City of Deltona encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

**CITY OF DELTONA  
CONTRACTOR INFORMATION SHEET**

The information below is required to complete your bid packet. Type or print only.

Company Name: The Hardy Group, Inc.

Address 1: 1200 Plantation Island Dr. S.

Suite 120

Address 2: \_\_\_\_\_

City: St. Augustine

State: Florida

Zip Code: 32080

Phone Number: 904-471-5800

Fax Number: 904-471-5820

Project Contact: Linda Hughes

e-mail address: ljhughes@thehardygroup.com

**Remittance (Payment) Mailing Information**

Address: same as main address

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Project Contact: \_\_\_\_\_

e-mail address: \_\_\_\_\_

Federal Tax ID No.: 59-3501157

Tax ID Type: XX ☐ Federal Tax ID ☐ Social Security Number

**STATEMENT OF EXPERIENCE IN CONSTRUCTION MANAGEMENT**

Contractor: \_\_\_\_\_ The Hardy Group, Inc. \_\_\_\_\_

How Long In Business: \_\_\_\_\_ 28 years \_\_\_\_\_ At Current Address \_\_\_\_\_ 6 years \_\_\_\_\_

**Principals:**

\_\_\_\_ Richard L Hardy \_\_\_\_\_ Title \_\_\_\_\_ President \_\_\_\_\_  
\_\_\_\_ \_\_\_\_\_ Title \_\_\_\_\_  
\_\_\_\_ \_\_\_\_\_ Title \_\_\_\_\_

Type of Work Normally Performed: \_\_\_\_\_ Construction Management, Design/Build -  
Residential & Commercial, Remodeling - Residential & Commercial  
\_\_\_\_\_

**Projects of this Type Previously Completed:**

- 1. GLOBAL MARITEK Frame-in (3) 6' exterior openings in order to create rough openings that will receive 3' x 6'8" doors. Doors to be centered in new opening. Framing will be comprised of 2 x 4 PT Pine and CDX Plywood. Exterior side of new framed sections will be weatherproofed (house wrap) and metal cladding to match existing as possible. Interior of new framed sections will be smooth CDX plywood.
- Provide and install (3) new metal door frames, metal doors, misc. hardware, hinges, lever locksets, deadbolts, door closers, thresholds, and weather stripping.
- Paint exterior metal cladding and interior side of CDX Plywood to match existing as possible.
- Cleaning (daily and final cleaning) and debris removal from job site.
- No engineering or design requirements are expected

Amount \$ \_\_\_\_\_ \$5,886.00 \_\_\_\_\_

**2. WEILAND RESIDENCE**

- \* Demolish two (2) story frame room, remove 900 square feet of flooring
- \* Add structural support to maintain property integrity
- \* Fill, termite treat and pour 4" 3000 PSI ready mix slab and access ramp
- \* Replace kitchen cabinets with 18 LF of cabinets, solid surface top, sink and faucets
- \* Replace interior & exterior doors and windows on 1<sup>st</sup> & 2<sup>nd</sup> floor
- \* Tile entire 1<sup>st</sup> floor and replace tile and plumbing fixtures in guest bathroom & handicap bathroom
- \* Replace interior staircase and add an exterior staircase
- \* Paint 1<sup>st</sup> floor
- \* Replace walls and electrical as needed

Amount \$ \_\_\_\_\_ 48,992.00 \_\_\_\_\_

### 3. Abbondante Residence- Scope

#### 1<sup>st</sup> Floor:

##### **Garage (22'7" x 11'8"x8")-**

1. Remove insulation in ceiling (264 SF)- 1 hour
2. Clean underside of 2<sup>nd</sup> floor decking and floor joists- 2 hours
3. Install new batt insulation- 4 hours
4. Clean concrete floors- 2 hours

Materials: 264 SF of 6 1/2" x 15" R-19 paperback batt insulation  
2 boxes 1000 1/4" Arrow staples  
3 bottles of bleach

##### **Bedroom #1 (North of Garage)-**

1. Repair 7" long crack in sheetrock at southwest corner of room. Crack is most likely the result of water intrusion from the exterior of home at same location. We have observed voids along the inside corner of the shell-dash exterior where the two exterior walls intersect- 1 hour
2. Repair/seal voids along exterior shell-dash inside corner- 1.5 hours

Materials: Vulkem exterior sealant  
Drywall mud

##### **HVAC Closet-**

1. Replace plywood sides of the HVAC return. Install blocking on concrete slab to support new plywood- 1.5 hours
2. Clean/service HVAC equipment- subcontractor

Materials: (1) sheet of 3/4" Plywood  
(1) 2"x4"x8' PT  
Box of 2-1/4" Tap Cons and screws

##### **Bedroom #2 (Northeast corner)-**

No recommendations

##### **East Foyer (at base of stairs)-**

1. Remove/bleach stain (2 SF) at sheetrock ceiling above foot of stairs- .5 hour
2. Paint touch-up- .5 hour

Materials: Bleach  
Paint

## **2<sup>nd</sup> Floor:**

### **2<sup>nd</sup> Floor Kitchen-**

1. Replace base cabinet at sink. Plumber to remove sink and sink fixtures. Demo cabinet box, install new cabinet box and plumber to re-install existing sink/fixtures. Install shoe mould around cabinet base- 2 hours Plumber, 4 hours Service Tech
2. Replace plywood sub-floor (underneath carpet only) at entry to kitchen by Master Bedroom- 4 hours

Materials: Lower base cabinet (4' x 34" tall x 2' deep)  
3/4" Plywood  
Fasteners

**OPTION:** Provide demo/supervision/coordination of replacing all kitchen cabinets by client's cabinet vendor (Home Depot). We would demo existing cabinets, countertops, and backsplash, perform plumbing disconnects/reconnects, and supervise/coordinate Home Depot's cabinet installation.

### **2<sup>nd</sup> Floor Exterior Door (East Elevation)-**

1. Replace rotten exterior door frame and mouldings. Re-hang existing door/door frame (Optional: provide new exterior door with pre-hung frame) and new weather stripping. Seal interior/exterior door frame- 6 hours
2. Replace plywood sub-floor in front of 3'0" 6'8" exterior door and extending to the French Doors to the north. This will involve detaching the stair railings to the east of stairwell and replacing the sub-floor under railing- 6 hours
3. Paint/stain door, jambs, brick mould, trim to match as possible- 8 hours

Materials: One (1) Pre-hung 3'-0" x 6'-8" fiberglass-15 lite French door with PVC jamb and threshold, with brick mold attached.  
Clear clamshell casing three "(3) 7'-0" pieces  
3'-0" piece of clear clamshell casing  
3 tubes of sika-flex caulking  
1 gal. primer --- 1 gal. white finish paint for the exterior  
1 quart of stain for the interior trim  
Misc. screws & nails  
App. 14 feet of carpet tack strip  
1 sheet of 3/4" pine tongue & groove plywood  
Misc. Insulation

Amount \$ \_\_\$6,108.00\_\_

### **References for Projects listed above:**

1. \_\_ Bryan Norman  
U.S. Customs & Border Protection  
National Marine Center  
71 Binninger drive  
St. Augustine, FL - 32095  
Phone # (904) 827-8428

2. \_\_\_ Kathy Weiland  
207 Aricola Avenue  
St. Augustine, FL 32080  
(904) 540-0624

3. \_\_\_ Mr. George Abbondante  
4251 Coastal Hwy A1A  
St. Augustine, FL 32095  
(201) 321-6659

Financial \_\_\_ Excellent \_\_\_\_\_  
Status: \_\_\_\_\_

Equipment: \_\_\_\_\_  
\_\_\_\_\_

Number of Personnel Currently Employed: \_\_\_ 10 \_\_\_\_\_

Number of Personnel Available for Project: \_\_\_ UNLIMITED \_\_\_\_\_

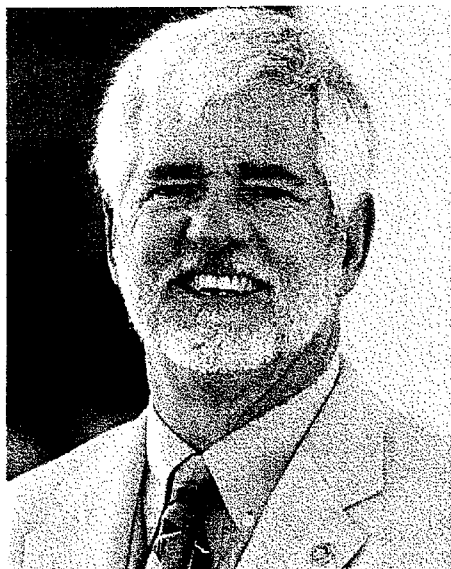
Other Pertinent Information: \_\_\_\_\_  
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**Qualifications of Personnel.** It is essential that the project be supervised and carried out by personnel possessing training and experience appropriate to the nature of the project. The bid submitted by Contractor **must include** documentation of the professional qualifications of the key personnel to be employed.

Such documentation shall include, but not be limited to:

- (1) resumes of academic training and employment in the applicable field;
- (2) evidence of possession of required licenses or business permits.

**NOTE:** Proposer may submit separate statement of experience with additional information. (Attach to this page)



## **RICHARD L. HARDY, DBIA**

### **President and Senior Project Manager**

Richard has over 27 years of experience in all aspects of the construction industry. He established The Hardy Group, a Design/Build Construction firm in 1982, at the request of industry clients, and in response to the marketplace's need for personal attention to quality and building value. Trained in Cost Effective Design-Build Construction, Value Engineering, and Practical Applications, Richard is certified throughout the state of Florida to build any type of building above ground, below ground, or across a waterway. Richard takes a very "hands-on" approach, and is actively involved in each project The Hardy Group undertakes.

### **EDUCATION**

**Master of Business Administration, 1988**  
Jacksonville University

### **PROFESSIONAL LICENSES**

**Certified General Contractor**  
**Certified Utility Contractor**  
**Certified Masonry Inspector**  
**Licensed Real Estate Broker**  
**Designated Design-Build Professional**

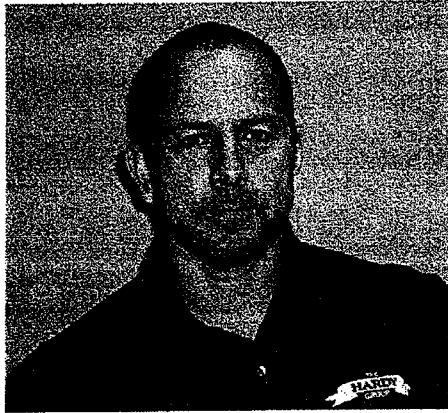
### **AFFILIATIONS**

- ▶ Member of Design-Build Institute of America
- ▶ Board Member of Boys and Girls Clubs of Northeast Florida
- ▶ Member of President's Council of Flagler College
- ▶ Past Chairman of Board of Trustees of Memorial Presbyterian Church
- ▶ Past National Director of the National Home Builder's Association
- ▶ Past Board Member and President of Associated General Contractors, Jacksonville Chapter
- ▶ Past Director of the North Florida Builder's Association of America North East Florida Chapter

### **PROJECT EXPERIENCE**

- ▶ **Harbour Island Professional Building**, St. Augustine, FL – Construction of two story class "A" professional building, implemented with tilt-up concrete slab technology; 21,000 square feet.
- ▶ **Dolphin Conservation Field Station**, Marineland, FL – Construction of two story, 7,000 square foot research facility
- ▶ **Debbie's Day Spa and Salon**, St. Augustine, FL – 1<sup>st</sup> floor remodel and addition of 1,200 square feet second floor.
- ▶ **St. Augustine Cancer Center**, St. Augustine, FL – An addition and remodel from 3,500 square feet to almost 6,000 square feet
- ▶ **Florida Capital Bank**, St. Augustine, FL – Construction of approximately 2400 square foot branch facility, with offices, vault and drive-through.
- ▶ **Herbie Wiles Insurance**, St. Augustine, FL – Construction of a new, three story concrete block building with Hardie board siding, approximately 11,000 square feet, with an elevator.
- ▶ **Flagler College Dormitories**, St. Augustine, FL – Detailed renovation converting offices to dormitories; 40,000 square feet





## **Guillermo Vargas**

### **Estimator and Project Manager**

Guillermo earned a Bachelor of Science degree in Civil Engineering from St Thomas University in Colombia. He then went on to earn a Masters degree in Environmental Engineering from Colombia's National University. He spent 15 years as a licensed engineer, gaining hands-on field experience in both commercial and residential projects. Guillermo has also trained in the home inspection industry in Florida, in both new construction, and re-sale inspecting. He speaks both Spanish and English, and has been with The Hardy Group since 2006. Guillermo prides himself on providing customers with on time, accurate budgets.

### **EDUCATION**

**Master of Environmental Engineering, 1997**  
National University, Colombia

**B.S. in Civil Engineering, 1987**  
St. Thomas University, Colombia

### **CERTIFICATIONS**

**NAHI Home and Commercial Inspector**  
**IIAQC Mold Inspector**

### **EXPERIENCE**

- ▶ **Estimating multiple commercial and residential projects**
- ▶ **Home Inspection**
- ▶ **General Contractor for infrastructure projects: roads, pipelines, water treatment plants**
- ▶ **Design Engineer for distribution of potable water systems**
- ▶ **Environmental engineer for oil exploration facilities**

### **PROJECT EXPERIENCE**

- ▶ **Harbour Island Professional Building, St Augustine, FL** – Construction of two story class 'A' professional building, implemented with tilt-up concrete slab technology; 21,000 square feet.
- ▶ **Dolphin Conservation Field Station, Marineland, FL** – Construction of two story, 7,000 square foot research facility
- ▶ **Florida Capital Bank, A1A Branch, St Augustine, FL** – Construction of approximately 2400 square foot branch facility, with offices, vault and drive-through
- ▶ **Flagler College Dormitories, St. Augustine, FL** – Detailed renovation, converting offices to dormitories; 40,000 square feet
- ▶ **Crisp-Ellert Art Museum, Flagler College, St. Augustine, FL**



## Ray Ferris

### Superintendent

Ray has over 25 years of experience in all aspects of the construction industry. He has been in the employ of The Hardy Group as Superintendent of Commercial and Residential Construction since 2005. Ray's priorities are skilled project execution, meeting deadlines while staying within budget, and customer satisfaction. Ray is a working supervisor who takes pride in helping his customers realize cost effective, quality projects.

### EDUCATION

#### Diploma

Arthur L. Johnson Regional High School

#### Certification/Construction & Welding

Union County Vocational Technical College

### PROFESSIONAL LICENSES

Certified Pipe Welder

### CERTIFICATIONS

Welding and Construction Technology  
OSHA Training

### AFFILIATIONS

- ▶ Member of American Welding Society

### PROJECT EXPERIENCE

- ▶ **Debbie's Day Spa and Salon**, St. Augustine, FL – 1<sup>st</sup> floor remodel and addition of 1,200 square feet second floor
- ▶ **St. Augustine Cancer Center**, St. Augustine, FL – An addition and remodel from 3,500 square feet to almost 6,000 square feet
- ▶ **Herbie Wiles Insurance**, St. Augustine, FL – Construction of a new, three story concrete block building with Hardie board siding, approximately 11,000 square feet, with an elevator
- ▶ **Flagler College Dormitories**, St. Augustine, FL – Detailed renovation converting offices to dormitories; 40,000 square feet
- ▶ **Whetstone Chocolate Retail Store**, St. Augustine, FL – 1400 square foot remodel, including new roofline, new handicap restroom, and new parking lot and landscaping



## **Linda Hughes**

### **Assistant Project Manager**

Linda joined The Hardy Group in 2008, bringing with her over 25 years of building-related customer service experience, including managing a design center and store operations for a major building materials supplier, and providing relocation services and corporate housing furniture solutions for a national furniture rental company. In the latter capacity, Linda was responsible for setting up temporary offices for Defense Acquisition College, Department of Defense and Naval Air Station Pensacola. After hurricanes Ivan, Dennis, and Katrina, Linda coordinated support services for FEMA and emergency service groups as well as furnishing housing for those displaced by the storms.

Since joining The Hardy Group, she has provided administrative support on commercial construction projects ranging from less than \$100K to \$6 million. Linda possesses a high level of proficiency in Microsoft Word, Excel, Power Point, Outlook, and Blue Grass for Windows.

## **EDUCATION**

**Associate of Science, Interior Design**  
Daytona State College

## **AFFILIATIONS**

- Florida Hospital Hospice Volunteer
- Past Director and President Elect – International Facilities Management Association
- Past Member National Association of Industrial & Commercial Properties
- Past Member of the National Apartment Association

## **PROJECT EXPERIENCE**

- **Flagler College Dormitories**, St. Augustine, FL – Detailed renovation, converting offices to dormitories; 40,000 square feet.
- **Whetstone Chocolate Retail Store**, St. Augustine, FL – 1400 square foot remodel, including new roofline, new handicap restroom, and new parking lot and landscaping.
- **Harbour Island Professional Building**, St. Augustine, FL – Construction of two story class "A" professional building, implemented with tilt-up concrete slab technology; 21,000 square feet.
- **Dolphin Conservation Field Station**, Marineland, FL – Construction of a two story, 7,000 square foot research facility.
- **Florida Capital Bank**, St. Augustine, FL – Construction of approximately 2400 square foot branch facility, with offices, vault and drive-through.

## BID FORM

**Provide pricing for the following services:**

SERVICE	COST
Review Inspection Report and determined whether or not the recommendations from the Inspector are acceptable and define a Scope of Work for each project based on the Inspection Report and any additional work that may be required	\$ 560.00
Review Bid received from General Contractor and Attend pre-construction meeting	\$ 600.00
Inspect and Review each Draw submitted by General Contractor and approve payment	\$ 340.00
Weekly Progress Meeting/Inspection at jobsite	\$ 560.00
Bi-Weekly Progress Report to the City	\$ 300.00
Hourly Rate for other services/ie: meetings, processing change orders, etc.	\$ 80.00



## THE UNITED FIRE GROUP

*United Fire & Casualty Company  
United Life Insurance Company  
Addison Insurance Company  
Lafayette Insurance Company  
Insurance Brokers & Managers, Inc.  
American Indemnity Company*

July 6, 2009

Re: The Hardy Group, Inc.  
Saint Augustine, FL

Agent: Florida Surety Bonds  
620 N Wymore Road, Suite 200  
Maitland, FL 32751  
407-786-7770

The purpose of this letter is to confirm that The Hardy Group, Inc. is a valued surety customer of United Fire and Casualty Company. United Fire is licensed to do business in the State of Florida and we are listed on the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570) with an underwriting limitation of \$53,846,000. We are rated "A" by A.M. Best & Co.

We have been providing bonds to The Hardy Group, Inc. since 2003. In the past, we have considered performance and payment bonds for them on projects up to \$6,000,000 and on aggregate programs of work in excess of \$12,000,000. It is our understanding that the contract price on captioned project will be in the same range.

Contingent upon favorable review of contract documents, financing information and other pertinent underwriting information at the time performance and payment bonds are required, it would be our intention to provide such bonds on this project at that time. You understand of course that any arrangement to provide bonds is a matter between ourselves and The Hardy Group, Inc. and we assume no liability to you, nor to any other third party, should we decide not to issue said bonds.

Sincerely,  
United Fire & Casualty Co.

Jeremy Lewis  
Attorney-in-fact for United Fire & Casualty Co.  
jlewis@unitedfiregroup.com  
Surety Underwriter-AFSB

C# 3864044

## STATE OF FLORIDA

Attachment number 7  
Page 20 of 37DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08071800738

DATE	BATCH NUMBER	LICENSE NBR
07/18/2008	080047534	CGC017881

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2010

HARDY, RICHARD LEE  
THE HARDY GROUP INC  
1200 PLANTATION ISLAND DRIVE  
SUITE 120  
ST. AUGUSTINE FL 32080

CHARLIE CRIST  
GOVERNOR

CHUCK DRAGO  
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

C# 4442545

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09061601057

DATE	BATCH NUMBER	LICENSE NBR
06/16/2009	080531557	QB0017539

The BUSINESS ORGANIZATION  
Named below IS QUALIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2011  
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS  
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

THE HARDY GROUP INC  
1200 PLANTATION ISLAND DR  
SUITE 120  
ST AUGUSTINE FL 32080

CHARLIE CRIST  
GOVERNOR

CHARLES W. DRAGO  
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 3871033

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08072301365

DATE	BATCH NUMBER	LICENSE NBR
07/23/2008	086000476	CUC037232

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2010

HARDY, RICHARD LEE  
INDIVIDUAL  
1200 PLANTATION ISLAND DR STE 120  
SAINT AUGUSTINE FL 32080

CHARLIE CRIST  
GOVERNOR

CHUCK DRAGO  
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

Item 9B

THIS RECEIPT IS ISSUED PURSUANT  
TO COUNTY ORDINANCE 72-2

# 2009/2010 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 13021  
EXPIRES September 30, 2010

TYPE OF BUSINESS 000532 \*UNDERGROUND UTILITIES  
BUSINESS ADDRESS 1200 S PLANTATION ISLAND DR STE 120  
ST AUGUSTINE, FL 32082  
BUSINESS NAME HARDY GROUP, THE  
OWNER HARDY, RICHARD L.  
MAILING ADDRESS 1200 PLANTATION ISLAND DR S STE 120  
ST AUGUSTINE, FL 32082

CUC037232

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAID-6002814.0002-0002 501 07/27/2009 18.00

X NEW BUSINESS  
TRANSFER -  
ORIGINAL TAX 18.00  
AMOUNT 18.00  
PENALTY .00  
COLLECTION COST  
TOTAL 18.00

DENNIS W. HOLLINGSWORTH

ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described hereon when a franchise agreement, or other county commission, state or federal permission of authority required by county, state or federal law.

THIS RECEIPT IS ISSUED PURSUANT  
TO COUNTY ORDINANCE 72-2

# 2009/2010 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 13430  
EXPIRES September 30, 2010

TYPE OF BUSINESS 000512 \*GENERAL CONTRACTOR  
BUSINESS ADDRESS 1200 S PLANTATION ISLAND DR STE 120  
ST AUGUSTINE, FL 32082  
BUSINESS NAME HARDY GROUP, THE  
OWNER HARDY, RICHARD L.  
MAILING ADDRESS 1200 PLANTATION ISLAND DR S  
SUITE 120  
ST AUGUSTINE FL 32082

CGC017881

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAID-6002814.0001-0001 501 07/27/2009 18.00

X NEW BUSINESS  
TRANSFER -  
ORIGINAL TAX 18.00  
AMOUNT 18.00  
PENALTY .00  
COLLECTION COST  
TOTAL 18.00

DENNIS W. HOLLINGSWORTH

ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described hereon when a franchise agreement, or other county commission, state or federal permission of authority required by county, state or federal law.

## The Hardy Group

### Major Commercial projects completed in the last five (5) years.

Project Name	Owner's Name & Contact Information	Square Footage	Contract Amount	Date of Completion	Description
Veteran's Administration Medical Clinic - Vierra, FL	2900 Veterans Way Vierra, Florida Dawn Blackledge 904-565-2820	106,397 sq. ft.	\$1.1 million	Mar-10	Pharmacy remodel, window replacement, kitchen modifications, laboratory upgrades
Hagos Sunoco #2	2199 US 1 North St. Augustine, Florida Hagos Fissehaye 904-824-9986	1,200 sq. ft.	\$174,086	Feb-10	Tear out and remodel
Bioverse Warehouse	Bioverse Warehouse Randy Houck 904-794-0690	8,525 sq. ft.	\$500,000	Nov-09	Engineered Metal Building with offices, break room
Harbour Island Professional Building	1100 LLC Milt Fritschle, Jr. 904-387-5600	20,189 sq. ft.	\$5.2 million	Jun-08	2-Story Tilt up concrete panel construction with
Dolphin Conservation Field Station	Georgia Aquarium Carl Hampp 904-471-3795	6,200 sq. ft.	\$1.2 million	Dec-08	Research Facility with accommodations for visiting scientists
Flagler College Dormitories	Flagler College Frank Riggle 904-540-0155	40,000 sq. ft.	\$6 million	Jul-08	College Dormitory Rooms, Lobbies, Kitchens replaced existing offices
Florida Capital Bank	Suzanne Brown Senior Vice President 904-460-7310	2,400 sq. ft.	\$885,000	Apr-08	Financial Institution- New Building
Herbie Wiles Insurance	Doug Wiles 904-829-2201	11,000 sq. ft.	\$2.6 million	Mar-07	New Building 3 story with elevator
Debbie's Day Spa	Debbie Kresge 904-825-0569	1,200 sq. ft.	\$500,000	Sep-07	Add new second floor and remodel first floor
Whetstone Chocolates	Virginia Whetstone 904-825-1700 ext. 303	1,400 sq. ft.	\$200,000	May-08	Interior demolition, remodel and new exterior

C:\Documents and Settings\Robert\Desktop\Projects 2009\Attachments to REQ-REF\Completed Projects.xlsm



## The Hardy Group

St. Augustine Cancer Center	Stephanie Curry 904-538-4494	5,819 sq. ft.	\$1 million	Apr-06	Surgery Center addition and remodel
Hightide Building	Don Radbill 904-461-0085	4,000 sq. ft.	\$1 million	Aug-06	2-story multi-tenant office building
Sia Professional Building	Dr. Edwin Sia 904-824-5497	18,432 sq. ft.	\$4.3 million	Nov-06	2-Story Tilt up concrete panel construction with

## HARBOUR ISLAND PROFESSIONAL BUILDING 1100 PLANTATION ISLAND DRIVE

### ENERGY & RESOURCE SAVING FEATURES

- ✦ Exterior wall system meets the 140 MPH wind load & with the average depth of panel being 8 ½" the steel joists bear on the exterior walls. More interior space and unlimited options for office configuration
- ✦ Air conditioning designed to meet the latest medical safety standards which call for makeup air and supply air for each individual treatment room. The A/C units are conveniently located on the roof eliminating noise & wasted space in each suite.
- ✦ Our glass is blue glazed making it one of the most efficient in reflecting the sun's heat & stopping UV rays from coming through the glass; resulting in lower utility expenses & a healthier work environment for employees
- ✦ The HVAC is tenant controlled by zones based on employee need
- ✦ Each suite is individually plumbed and has their own metered system, low flow fixtures & dual flush toilets, so the tenant can control their water consumption
- ✦ Fluorescent lighting throughout the building has electronic ballasts which eliminates the annoying hum.
- ✦ The fluorescent lighting in each suite is a T8 type with 3 bulbs allowing one to have 1, 2 or 3 bulbs lit depending on light requirements for a specific task, another opportunity to save on utility expense
- ✦ Exterior lighting is controlled with photo cell sensors & electronic time clock for cost savings & employee safety
- ✦ Each suite is designed to have a master & individual security system. The master is programmed for building entry door to unlock at 7:30am & lock at 5:30 pm. Tenants adjust their own opening & closing schedules based on their needs. The building has fire annunciation & is protected with sprinklers.
- ✦ There is surge protection on each electrical panel giving each tenant protection from lightning strikes or surges from the power company; saving the tenant from costly expenses of damaged equipment.

**BID 10015  
CONFLICT OF INTEREST DISCLOSURE**

I HEREBY CERTIFY that

1. I, (printed name) Richard L. Hardy, am  
the (title) President and the duly authorized representative of the  
firm of (Firm Name) The Hardy Group, Inc. whose address is  
1200 Plantation Island Dr. S. Suite 120, St. Augustine, Florida 32080,  
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for  
which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,  
real or apparent, due to ownership, other clients, contracts, or interests associated with this  
project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any  
corporation, firm, or person submitting a bid for the same services, and is in all respects fair  
and without collusion or fraud.

EXCEPTIONS to items above

(List): None

By The Hardy Group, Inc.

Date May 4, 2010

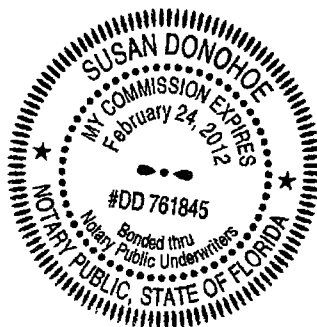
[Signature]  
(Signature)

By Richard L. Hardy, As President  
Corporate Officer Name & Title

STATE OF Florida

COUNTY OF St. Johns

Sworn to and subscribed before me this 4th day of May, 2010,  
by Richard L. Hardy, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.



[Signature]

NOTARY PUBLIC – STATE OF FLORIDA

Type or print name:

Susan Donohoe

(Seal)

## BID 10015

### Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

*287.133(2)(a)* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

*287.133(2)(b)* A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

*287.134(2)(a)* An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

*287.134(2)(b)* A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

## COMPLIANCE WITH DAVIS BACON AND RELATED ACTS

Information regarding Davis Bacon and Related Acts can be found on the following websites:

<http://www.dol.gov/esa/whd/contracts/dbra.htm>

<http://www.dol.gov/PrinterFriendly/PrinterVersion.aspx?url=http://www.dol.gov/esa/whd/programs/dbra/WD10Instrctns/wd10instructions.htm>

By signing below, I, as legal representative of my firm, agree to comply with all Davis Bacon and Related Acts (DBRA), as well as follow all of the procedures, rules, and regulations of the Wage and Hour Division of the United States Department of Labor.

By The Hardy Group, Inc.

Date May 4, 2010

  
\_\_\_\_\_  
(Signature)

By Richard L. Hardy, As President  
Corporate Officer Name & Title

BID 10015 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEIGHBORHOOD  
STABILIZATION PROGRAM AND THE HOUSING PROGRAMS WITHIN THE COMMUNITY  
DEVELOPMENT DIVISION

**Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

TO BE COMPLETED BY THE GENERAL CONTRACTOR

- 1) The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors):
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Richard L. Hardy, As President  
Name and Title

  
Signature

The Hardy Group, Inc.  
Firm

1200 Plantation Island Dr. S., Suite 120  
Street address

St. Augustine, Florida 32080  
City, State, Zip

May 4, 2010  
Date

**BID 10015  
DRUG-FREE WORK PLACE**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

\_\_\_\_\_ The Hardy Group, Inc. \_\_\_\_\_ does:  
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Name

Richard L. Hardy, As President for

Title

The Hardy Group, Inc.

Firm

1200 Plantation Island Dr., S., Suite 120

Street Address

St. Augustine, Florida 32080

City, State, Zip

May 4, 2010

Date

### NON-COLLUSION AFFIDAVIT

I, Richard L. Hardy, depose and say that:

1. I am President of the firm of The Hardy Group, Inc.,  
the firm submitting the response described in this Request for Proposals for:

RFP 0934 General Contractor Services and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Deltona relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

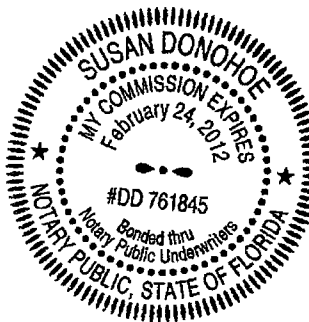
Signature of Bidder: *R. Hardy* Date: May 4, 2010  
STATE OF: Florida CITY OF: St. Augustine

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
who, after first being sworn by me, (name of individual signing) affixed his/her signature in the  
space provided above on this 4th day of May 2010.

### NOTARY PUBLIC

My Commission Expires: 2/24/12

*Susan Donohoe*





## 7.0 INSURANCE REQUIREMENTS

The Contractor agrees to provide and maintain at all times during the term of any agreement resulting from this RFP, or for such longer periods as may be required, without cost or expense to the City of Deltona, policies of insurance insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Contractor under the terms and provisions of this agreement. The awarded vendor shall secure and maintain, at its sole cost and expense during the contract term, the following minimum insurance coverage:

**Commercial General Liability - in the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) aggregate / ONE MILLION (\$1,000,000.00) DOLLARS per occurrence.**

**Liability – Auto, in the amount of \$100,000.00/300,000.00 / Any Auto**

**Workers Compensation – as required by Florida Law.** The Workers' Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the City of Deltona

Requirements for Contractors that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below: Incorporated or unincorporated Contractors with one or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.

The City reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished prior to the execution of the contract and annually upon renewal thereafter. **The respondent shall either cover any sub-Contractors on its policy or require the sub-Contractors to conform to all requirements for insurance contained herein.**

Respondent agrees that City will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the City on Commercial General Liability and Workers Compensation

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All questions are to be directed, in writing, to Kate Krauss, Purchasing Manager at [kkrauss@deltonafl.gov](mailto:kkrauss@deltonafl.gov) or faxed to (386) 878-8571 seven calendar days prior to due date in order to issue an addenda. Please do not call to ask questions that need to be addressed through an addendum. There is no guarantee that your call will be returned due to the volume of calls that would be received on this type of project.

**CONTACT:** All prospective proposers are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>12/18/2009</b>												
PRODUCER (904) 829-2201 FAX: (904) 829-2020 <b>Herbie Wiles Insurance</b> 400 N. Ponce de Leon Blvd.  St Augustine FL 32085-3067 INSURED <b>Hardy Group Inc</b> 1200 Plantation Island Dr S # 120  St Augustine FL 32080-3114		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Southern-Owners Insurance</td> <td>10190</td> </tr> <tr> <td>INSURER B: Auto-Owners Insurance</td> <td>18988</td> </tr> <tr> <td>INSURER C: Technology Insurance</td> <td>42376</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Southern-Owners Insurance	10190	INSURER B: Auto-Owners Insurance	18988	INSURER C: Technology Insurance	42376	INSURER D:		INSURER E:	
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INSURER E:														

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADDL LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<b>A</b>		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	78609811	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
		GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
<b>B</b>		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4321414500	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
<b>C</b>		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TWC3222714	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STAT-L TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<b>A</b>		OTHER Inland Marine	78609811	1/1/2010	1/1/2011	Misc Tools \$15,000 Ded \$500 Rented & Leased Equip \$10,000 Deductible \$500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Stephanie Smith/SKS

*Stephanie K. Smith*

ACORD 25 (2001/08)

INS025 (0105) 08a

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Page 1 of 2

contact person OR a member of the Purchasing staff regarding this Request for Proposals or their response at any time during the RFP process. Any such contact shall be cause for rejection of your submittal. The Bid Process is not complete until an award is made

The City reserves the right to reject any or all submittals, to waive informalities in the submittals and to re-advertise for submittals.

The City also reserves the right to separately accept or reject any item or items of a response and to award and/or negotiate a contract in the best interest of the City.

**CITY OF DELTONA  
ADDENDUM #2  
BID # 10015  
CONSTRUCTION ADMINISTRATION SERVICES**

---

1. Are you anticipating several houses needing construction management at the same time? – Yes, there will be multiple houses to manage at the same time. You will be overseeing the General Contractors on each unit.
2. If so would the pre-construction meetings be scheduled on the same day? – Yes, for efficiency, it would be better to have one pre-con. However, these units will be provided in rotation, so that may not happen as such.
3. Does the weekly progress/inspection meeting on site involve anyone other than the construction manager? – The Construction Manager with the General Contractor and any of his subs, if needed.
4. Is the day for this inspection determined by the construction manager? – Yes
5. Are the bi-weekly progress reports to the city e-mailed, regular mail, in person? – We will accept e-mailed copies, already signed.
6. If in person, how is that scheduled? – N/A
7. Do we have any information on the value of the projects pre-bid? A range of values? A job for minor exterior wood repair and painting does not require the time that a project that included mold remediation, structural stabilization, replacement of all major systems, etc would be more time consuming. – A unit cost list was created by the local contractors. This has been reviewed by the City's Building Official and needs to be approved by the CM.
8. Are you looking for an hourly cost? – A Bid Form is included on Page 12 that must be completed and submitted with your bid.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

THE HARDY GROUP, INC  
NAME OF BUSINESS

BY: Judith Aghes 5/4/2010  
SIGNATURE/DATE

LINDA HUGHES, ASSISTANT PROJECT MANAGER

NAME & TITLE, TYPED OR PRINTED

1200 PLANTATION ISLAND DR. S. SUITE 120

MAILING ADDRESS

ST. AUGUSTINE, FL. 32080

CITY, STATE, ZIP CODE

(904) 471-5800 EXT. 32

AREA CODE AND TELEPHONE NUMBER

**CITY OF DELTONA  
ADDENDUM #1  
BID # 10015  
CONSTRUCTION ADMINISTRATION SERVICES**

---

The City is opening up the bid for companies that are Licensed Building Inspectors that also have experience in all aspects of the Construction Management process and have experience working with NSP/CDBG Programs. Proof of experience must be submitted in accordance with bid documents.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

The Hardy Group, Inc.

NAME OF BUSINESS

BY: Linda J. Hughes / May 3, 2010

SIGNATURE/DATE

Linda J. Hughes, As Assistant Project Manager

NAME & TITLE, TYPED OR PRINTED

1200 Plantation Island Dr. S., Suite 120

MAILING ADDRESS

St. Augustine, Florida 32080

CITY, STATE, ZIP CODE

( 904 ) 471-5800 ext. 32

AREA CODE AND TELEPHONE NUMBER

**BID 10015**  
**FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEIGHBORHOOD**  
**STABILIZATION PROGRAM AND THE HOUSING REHABILITATION PROGRAM**

ADDRESS TO:  
THE CITY OF DELTONA  
KATE KRAUSS, PURCHASING MANAGER  
2345 PROVIDENCE BLVD.  
DELTONA, FLORIDA 32725

I acknowledge receipt of Addenda No.(s) 2  
I have included:

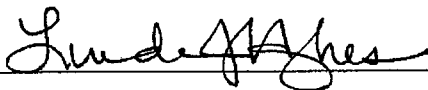
- ✓ Contractor Information Sheet
- ✓ Statement of Experience in Construction Management with References
- ✓ Bid Form
- ✓ Hold Harmless Agreement *N/A WORKER'S COMPENSATION*
- ✓ Conflict of Interest Form
- ✓ Public Entity Crime Form
- ✓ Compliance with Davis Bacon Act Form
- ✓ Certification regarding Debarment, Suspension or other Responsibility Matters
- ✓ Drug Free Workplace Form
- ✓ Non-Collusive Affidavit

(Check mark items above, as a reminder that they are included.)

Mailing Address: 1200 Plantation Island Dr. S., Suite 120, St. Augustine, Florida 32080\_\_\_\_  
Telephone: 904-471-5800 ext. 32  
Fax: 904-471-5820

Date: May 4, 2010

Signed: \_\_\_\_\_



Printed Name: Linda J. Hughes

Title: As Assistant Project Manager

## LETTER OF INTRODUCTION

May 6, 2010

Mrs. Kate Krauss  
Purchasing Manager  
City of Deltona  
2345 Providence Blvd.  
Deltona, FL 32725

Bid # 10015

Dear Mrs. Krauss,

It is with great excitement that Johnson-Laux Construction is submitting this Letter of Interest to provide Construction Administration Services for the Bid #10015 Contract.

Our commitment of exceeding the City of Deltona's expectations include a team approach, which will maximize our goals of productivity and quality through continued communication between The City of Deltona Johnson-Laux, and the applicable consultants and general contractors.

As President of Johnson-Laux Construction, it is my assurance to continue to commit dedicated professionals with the appropriate skills to meet and exceed the specific project requirements. We have maintained successful working relationships on similar projects over the years and look forward to an exciting future with The City of Deltona. Our company's ambitions are simple to surpass our client's expectations for quality construction management and superior customer service.

We look forward to establishing a new relationship and would like to thank you for your time and consideration.

Very Truly Yours,  
Johnson-Laux Construction

Kevin E. Johnson  
President





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## TABLE OF CONTENTS

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- **TAB 1                      City of Deltona Bid # 10015 RFP Forms**
  - Addenda and Checklist acknowledgement form
  - Addendum #1
  - Addendum #2
  - Contractor Information Sheet
  - Statement of Experience in Construction Management
  - Bid Form
  - Proof of Exemption
  - Conflict of Interest Disclosure Form
  - Public Entity Crime Form
  - Compliance with Davis Bacon and Related Acts Form
  - Certification Regarding Debarment & Suspension
  - Drug Free Workplace Form
  - Non-Collusion Affidavit
  
- **TAB 2                      Licenses/Insurance/Certifications**
  - Insurance Certificate
  - General Contractors Licenses
  - Business Tax Receipts
  - LEED AP Certificates
  - Resumes



**BID 10015**  
**FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEIGHBORHOOD  
STABILIZATION PROGRAM AND THE HOUSING REHABILITATION PROGRAM**

ADDRESS TO:  
THE CITY OF DELTONA  
KATE KRAUSS, PURCHASING MANAGER  
2345 PROVIDENCE BLVD  
DELTONA, FLORIDA 32725

I acknowledge receipt of Addenda No.(s) 1 and 2 -  
I have included:

- Contractor Information Sheet
- Statement of Experience in Construction Management with References
- Bid Form
- Hold Harmless Agreement – N/A
- Conflict of Interest Form
- Public Entity Crime Form
- Compliance with Davis Bacon Act Form
- Certification regarding Debarment, Suspension or other Responsibility Matters
- Drug Free Workplace Form
- Non-Collusive Affidavit

(Check mark items above, as a reminder that they are included.)

Mailing Address: 4502 35<sup>th</sup> Street, Suite 500, Orlando, FL 32811  
Telephone: (407) 770-2180  
Fax: (407) 770-2181

Date: May 6, 2010

Signed: \_\_\_\_\_

Printed Name: Kevin Johnson

Title: President

**CITY OF DELTONA  
ADDENDUM #1  
BID # 10015  
CONSTRUCTION ADMINISTRATION SERVICES**

---

The City is opening up the bid for companies that are Licensed Building Inspectors that also have experience in all aspects of the Construction Management process and have experience working with NSP/CDBG Programs. Proof of experience must be submitted in accordance with bid documents.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Johnson-Laux Construction, LLC  
NAME OF BUSINESS

BY: [Signature] May 6, 2010  
SIGNATURE/DATE

Kevin Johnson - President  
NAME & TITLE, TYPED OR PRINTED

4502 35th Street, Suite 500  
MAILING ADDRESS

Orlando, Fl 32811  
CITY, STATE, ZIP CODE

(407) 770-2180  
AREA CODE AND TELEPHONE NUMBER

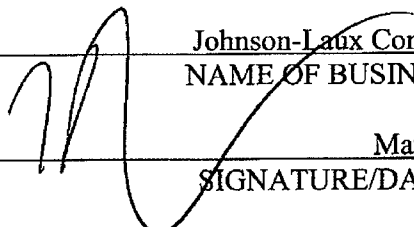
**CITY OF DELTONA  
ADDENDUM #2  
BID # 10015  
CONSTRUCTION ADMINISTRATION SERVICES**

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5. Are the bi-weekly progress reports to the city e-mailed, regular mail, in person? – We will accept e-mailed copies, already signed.
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RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

BY:  \_\_\_\_\_  
NAME OF BUSINESS  
May 6, 2010  
SIGNATURE/DATE  
Kevin Johnson – President  
NAME & TITLE, TYPED OR PRINTED

4502 35<sup>th</sup> Street, Suite 500

MAILING ADDRESS

Orlando, Florida 32811

CITY, STATE, ZIP CODE

(407) 770-2180

AREA CODE AND TELEPHONE NUMBER

<p><b>Submit RFP to:</b></p> <p><b>CITY OF DELTONA</b></p> <p>2345 Providence Blvd. Deltona, Florida 32725 <b>Attn: Purchasing</b></p> <p><b>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</b></p>	<p><b>BID# 10015</b></p> <p><b>CONSTRUCTION ADMINISTRATION SERVICES</b></p>
<p><u>Contact:</u></p> <p>Kate Krauss, Purchasing Manager</p> <p>Phone: (386) 878-8100</p> <p>Fax: (386) 878-8571</p>	<p>RESPONDENTS</p> <p>NAME: <u>Johnson-Laux Construction, LLC</u></p> <p>_____</p> <p>_____</p>
<p><u>Responses Due Date &amp; Time:</u></p> <p><b>THURSDAY, MAY 6, 2010</b></p> <p><b>AT 2:00 P.M.</b></p>	<p><b>MAILING ADDRESS:</b> _____</p>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 2nd Floor Conference Room</p> <p>2345 Providence Blvd., Deltona, FL 32725</p>	<p><u>4502 35<sup>th</sup> Street, Suite 500</u></p> <p><u>Orlando, FL 32811</u></p> <p>Phone#: <u>(407) 770-2180</u></p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION**

These documents constitute the complete set of terms and conditions, specification requirements, and forms Respondents shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the RFP# and title. Companies shall submit **three typed copies and one unbound original (please do not use three ring binders)** of their response, complete with all supporting documentation. SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN **OFFER** BY THE COMPANY SUBMITTING RESPONSE. RFP responses which do not comply with these requirements may be rejected at the option of the City.

**CONTACT:** All prospective Respondents are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the Purchasing staff regarding this Request for Proposals or their response at any time during the RFP process. Any such contact shall be cause for rejection of your response. The RFP/RFQ process is not complete until an award is made.

**DELAYS:** The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify and attached to the RFP.

bidders of all changes in scheduled due dates by written addendum

**EXECUTION OF RFP:** RFP must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Proposer in contractual obligations. Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original bid conditions and specifications cannot be changed or altered in any way. Altered RFP's will not be considered. Clarification of RFP's submitted shall be in letter form, signed by proposers and

**RESPONDENT INFORMATION:** Firms shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the RFP Information Sheet, whichever part applies, and include with their submittal

**JOINT VENTURES:** Responses submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Request for Proposals

**NO RESPONSE:** If not submitting a RFP response, respond by returning only the Statement of No Response, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the proposers name from the mailing list

**BID OPENING:** Shall be public, at the above address, on the date and at the time specified above. The response time and place shall be scrupulously observed. Under no circumstances shall submittals delivered after the time specified be considered; such Submittals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serves as the official authority to determine lateness of any response. It is the Respondents sole responsibility to assure that his/her response is complete and delivered at the proper time and place of the RFP opening. Submittals which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope

Persons with disabilities needing assistance to participate in the Public RFP Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-878-2100.

**TAXES:** The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Proposer. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials

**CERTIFICATES**

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number

**MISTAKES:** Proposers are expected to examine the terms and conditions, specifications, delivery schedule, proposed prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. RFP's having erasures or corrections must be initialed in ink by the Proposer.

**AWARD TERM** The term of this award is two years with the option to renew for two additional one year periods upon satisfactory review of prior work

**INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries
- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the RFP Response Form

**GENERAL:** The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs

**ADDITIONAL TERMS AND CONDITIONS:** Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this request if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Documents are the only conditions applicable to this RFP and the Proposer's authorized signature on the RFP Response Form attests to this. Exceptions to the terms and conditions will not be accepted

**INTERPRETATIONS:** All Respondents shall carefully examine the RFP Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Submittals; failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP Documents shall be requested in writing (facsimile transmission acceptable (386) 878-8571, and received by the City at least seven (7) calendar days prior to the RFP Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the RFP. Therefore, oral statements given before the RFP opening will not be binding. Any interpretation of, or changes to, the RFP will be made in the form of a written Addendum to the RFP and will be furnished to all Respondents through DemandStar. Receipt of all addenda shall be acknowledged by the Respondents by signing and enclosing said addenda or addendum acknowledgement with their response

**ADDENDUM:** The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to RFP Documents, in the form of a written addendum. Should revisions to the RFP Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Respondents who received a bid package through DemandStar. All addenda are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Respondents who obtain RFP Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a RFP holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Respondent may cause your RFP to be rejected as non-responsive if you have failed to submit a RFP without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at [www.demandstar.com](http://www.demandstar.com) in order to be sure latest addendum and any prior addendum have been received.

**PROTESTS:** Any Respondent who disputes the RFP selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City

**CONFLICT OF INTEREST:** All Respondents must disclose with their RFP the name of any officer, director, or Agent who is also an employee of the City. All Respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

**LEGAL REQUIREMENTS:** Respondents are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Respondent shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

**DRUG-FREE WORKPLACE:** Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more RFP's which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a RFP received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**POSTING OF BID AWARD:** Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the City's Purchasing Manual shall constitute a waiver of proceedings.

**AWARD:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all Submittals, or waive any minor irregularity or technicality in Submittals received, award or eliminate any portion of the response, and may, at its



sole discretion, request a re-bid, or abandon the project in its entirety. Respondents are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

**EEO STATEMENT:** The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

**CONTRACTUAL AGREEMENT:** The contents of this RFP and all provisions of the successful firm's submittal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

**GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the Respondent to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

**PERMITS/LICENSES/FEE:** Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

**INDEMNIFICATION:** The Respondent, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Respondent. Further, if such a claim is made, or is pending, the Respondent may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Respondent and receive reimbursement. If the Respondent used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**ADVERTISING:** In submitting a RFP, Respondent agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

**ASSIGNMENT:** Any purchase order or contract issued pursuant to this Request for Proposals and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

**COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Respondent certifies that all material, equipment, etc., contained in his/her response meets all applicable O.S.H.A. requirements. Respondent further certifies that, if he/she is the successful Respondent, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Respondent.

**RESPONSIBILITY:** A Respondent must have at the time of the RFP opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product proposed, and capable of producing or providing the items proposed, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

**FACILITIES:** The City reserves the right to inspect the Respondent's facilities at any reasonable time, during normal working hours, to determine that Respondent has a bona fide place of business, and is a responsible Respondent.

**DISQUALIFICATION OF RESPONDENT:** More than one response from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Respondent is involved in more than one submittal will be cause for rejection of all RFP's in which such Respondents are believed to be involved. Any or all Submittals will be rejected if there is reason to believe that collusion exists between Respondents. RFP's in which the prices obviously are unbalanced will be subject to rejection.

**ADJUSTMENTS / CHANGES / DEVIATIONS:** No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a RFP expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Respondent shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

**PUBLIC RECORDS:** Upon award recommendation or ten (10) days after opening, whichever is earlier, RFP's become "public records" and shall be subject to public disclosure consistent with Chapter 119 07(3)(o), Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

RFP's may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

**RFP PREPARATION COSTS:** Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals. Respondents should prepare their responses and economically, providing all information and prices as required.

**ACCEPTANCE / REJECTION:** The City of Deltona reserves the right to accept or reject any or all Submittals and to make the award to that Respondent, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the response of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of respondents in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

**ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

## **BID #10015 CONSTRUCTION ADMINISTRATION SERVICES**

The City of Deltona is requesting bids from General Contractors or Residential Contractors, with preference given for LEED AP Certification, to provide Construction Administration services for the Neighborhood Stabilization Program (NSP) and the Housing Rehabilitation Programs within the Community Development Division. The work will include housing projects that are administered by the City's Community Development Division

The Federal Government has issued a Grant to the City of Deltona for the Neighborhood Stabilization Program. This program will allow the City to purchase foreclosed properties in targeted areas and rehabilitate each of them for resale. Once the properties have been identified and purchased, the City will inspect each property to determine what repairs will be required to bring them up to code. Some of the properties may require complete demolition; The General Contractor or Residential Contractor must be licensed and insured to perform work in the State of Florida and Volusia County. The Scope of this work will NOT include any actual construction work. The City previously did an RFP and currently has a pre-qualified list of three Contractors to perform the actual work. The intent of this bid is to oversee all construction related work.

Construction projects will vary in size and type of rehabilitation.

### **SCOPE OF WORK**

The work shall consist but is not limited to the following Construction Administration Services:

- ☐ Conduct and document a pre-construction conference with the Contractor and owner if applicable.
- ☐ Review Inspection Reports and determine whether or not the recommendations from the Inspector are acceptable and define a Scope of Work for each project based on the Inspection Report and any additional work that may be required.
- ☐ Work with pre-qualified Contractor to keep the work evenly distributed and ensure that deadlines are met. Ensure that bids for work are in compliance with pre-established pricing. Respond to the Contractor's requests for information (RFI) and issue necessary clarifications and interpretations.
- ☐ Review documentation and process the Contractor's monthly requests for payment including obtaining their certified payroll and ensuring that it is in compliance with the Davis Bacon Act.
- ☐ Assist the Owner in managing disputes with and claims from the Contractor during construction.
- ☐ Make weekly visits to the construction site to hold progress meetings, to observe the work in progress, to evaluate conformance with the plans and specifications, and to observe field testing by the resident monitor.
- ☐ Generate bi-weekly progress reports.

- ☐ Review requests for change orders, evaluate cost and schedule impacts, negotiate with the Contractor, as necessary, and prepare required change order documentation for Owner approval.
- ☐ Confirm that required notifications of construction progress have been sent to the Planning and Development Department
- ☐ Provide additional services related to Construction Administration as may be required

**Fees for Services:** Provide fees for services as listed on the enclosed Bid Form

**Licenses/Certification:** The respondents shall have a current contractor's license. Contractors licensed under Chapter 489, Florida Statutes, and operating a business organization must submit a copy of their qualified business license (also known as a certificate of authority). Respondents shall submit with their submittal copies of their license and/or competency card.

**Business Tax Receipt (BTR)** (formerly known as "Occupational license"). A firm who is currently required to have a Business Tax Receipt (BTR) at the time of the submittal shall provide a copy of their current BTR in their response to this solicitation. There are two exceptions to this bid submission requirement:

- 1) If the firm's business does not have a physical location in Volusia County, no submission is required, or
- 2) If the firm's business type is exempted, submit a Proof of Exemption.

**Insurance:** All respondents shall attach evidence of required insurance coverage or proof of insurability in the amounts indicated above. If available, a properly completed ACORD form is preferable. Respondents that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy and a signed, notarized Hold Harmless Agreement for each exempt officer (see "Hold Harmless Agreement" form).

**Conflict of Interest Disclosure:** All respondents shall properly complete, notarize, and include with their proposal the attached disclosure statement of any potential conflict of interest that the firm may have due to ownership, other clients, contracts or interests associated with this project. See the attached form included in this package (see "Conflict of Interest Disclosure" form).

**Prohibition Against Contingent Fees:** All respondents shall properly complete, notarize, and include with their proposal the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement (See "Prohibition Against Contingent Fees" form).

**Public Entity Crime and Discriminatory Vendor List:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two of the Florida Statute Section 287.017 for a period of 36 months from the date of being placed on the convicted vendor list.

See the attached forms to be completed by the contractor and all subcontractors (See "**Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction**" form).

**Drug-Free Work Place:** All respondents shall complete and include with their proposal the attached form certifying compliance with Florida Statute 287.087 (See "**Drug-Free Work Place**" form).

**CONFIDENTIAL INFORMATION:** Do not send confidential, proprietary information or trade secrets.

**DISADVANTAGED AND WOMEN BUSINESS ENTERPRISES:** The City of Deltona encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

**CITY OF DELTONA  
CONTRACTOR INFORMATION SHEET**

The information below is required to complete your bid packet. Type or print only.

Company Name: Johnson-Laux Construction, LLC  
Address 1: 4502 35<sup>th</sup> Street  
Address 2: Suite 500  
City: Orlando  
State: Florida  
Zip Code: 32811  
Phone Number: (407) 770-2180  
Fax Number: (407) 770-2181  
Project Contact: Kevin Johnson  
e-mail address: kevin@johnson-laux.com

**Remittance (Payment) Mailing Information**

Address: 4502 35<sup>th</sup> Street, Suite 500  
City: Orlando State: Florida Zip Code: 32811  
Phone Number: (407) 770-2180  
Fax Number: (407) 770-2181  
Project Contact: Kevin Johnson  
e-mail address: kevin@johnson-laux.com  
Federal Tax ID No.: 59-3674291  
Tax ID Type: ☒ Federal Tax ID ☐ Social Security Number

**STATEMENT OF EXPERIENCE IN CONSTRUCTION MANAGEMENT**

Contractor: Johnson-Laux Construction, LLC

How Long In Business: 10 Years At Current Address 5 Years

**Principals:**

Kevin Johnson Title President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_  
Title \_\_\_\_\_

Type of Work Normally Performed:  
Construction Management

**Projects of this Type Previously Completed:**

1. Indyne/USAFB - Term Contract Amount \$1,500,000.00 per year
2. Orange County Neighborhood Stabilization Amount \$ 120,000
3. Greater Orlando Aviation Authority Amount \$ 750,000

**References for Projects listed above:**

1. Christopher Burrough (Indyne/USAF)  
\_\_\_\_\_  
\_\_\_\_\_  
Tel. No. (321) 476-3852
2. Dave Tarpley (Orange County)  
\_\_\_\_\_  
\_\_\_\_\_  
Tel. No. (407) 836-5206
3. David Epling (GOAA/PMA)  
\_\_\_\_\_  
\_\_\_\_\_  
Tel. No. (407) 825-3520

Financial \_\_\_\_\_  
Status: Financial Statements available upon request

Equipment: General Office Equipment, Small Tools, Fleet Vehicles, etc.

Number of Personnel Currently Employed: 15

Number of Personnel Available for Project: 4 - 6

Other Pertinent Information: See attached company information

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Qualifications of Personnel. It is essential that the project be supervised and carried out by personnel possessing training and experience appropriate to the nature of the project. The bid submitted by Contractor **must include** documentation of the professional qualifications of the key personnel to be employed.

Such documentation shall include, but not be limited to:

- (1) resumes of academic training and employment in the applicable field;
- (2) evidence of possession of required licenses or business permits.

NOTE: Proposer may submit separate statement of experience with additional information. (Attach to this page)



## BID FORM

**Provide pricing for the following services:**

SERVICE	COST
Review Inspection Report and determined whether or not the recommendations from the Inspector are acceptable and define a Scope of Work for each project based on the Inspection Report and any additional work that may be required	\$48.50/hr – Project Manager \$38.50/hr – Assistant PM \$28.50/hr – Admin/Clerical Estimated Cost - \$776.80 per report
Review Bid received from General Contractor and Attend pre-construction meeting	\$48.50/hr – Project Manager \$38.50/hr – Assistant PM \$28.50/hr – Admin/Clerical Estimated Cost - \$792.00 per
Inspect and Review each Draw submitted by General Contractor and approve payment	\$48.50/hr – Project Manager \$38.50/hr – Assistant PM \$28.50/hr – Admin/Clerical Estimated Cost - \$194.20 per
Weekly Progress Meeting/Inspection at jobsite	\$48.50/hr – Project Manager \$38.50/hr – Assistant PM \$28.50/hr – Admin/Clerical Estimated Cost - \$396.00/per
Bi-Weekly Progress Report to the City	\$48.50/hr – Project Manager \$38.50/hr – Assistant PM \$28.50/hr – Admin/Clerical Estimated Cost - \$198.00 per
Hourly Rate for other services/ie: meetings, processing change orders, etc.	\$48.50/hr – Project Manager \$38.50/hr – Assistant PM \$28.50/hr – Admin/Clerical

**CITY OF DELTONA  
2345 PROVIDENCE BOULEVARD  
DELTONA, FLORIDA 32725**

**PROOF OF EXEMPTION**

I certify that \_\_\_\_\_ N/A \_\_\_\_\_  
(Business Name)

located at \_\_\_\_\_  
(Street Address) (City)

is the type of business indicated below:

- ☐ Charitable, Non-Profit Organization
- ☐ Religious Institution
- ☐ Insurance Adjuster, Agent or Company
- ☐ Pharmacist/Pharmacy
- ☐ Radio/Television Station
- ☐ Agricultural
- ☐ Sale of items grown on own land
- ☐ Sale of Alcoholic Products only
- ☐ Child Care – Residential
- ☐ Residential Rentals over 6months
- ☐ Commercial Rentals
- ☐ Door to Door/Peddler Sales
- ☐ Other \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature Printed Name Title Date

A business that falls under one of the exempt classifications listed above is not required to have a City of Deltona Business Tax Receipt. Include proof of exemption.

**BID 10015  
CONFLICT OF INTEREST DISCLOSURE**

I HEREBY CERTIFY that

1. I, (printed name) Kevin Johnson, am  
the (title) President and the duly authorized representative of the firm of  
(Firm Name) Johnson-Laux Construction, LLC whose address is  
4502 35<sup>th</sup> Street, Suite 500, Orlando, FL 32811, and that I possess the legal authority to make  
this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,  
real or apparent, due to ownership, other clients, contracts, or interests associated with this  
project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any  
corporation, firm, or person submitting a bid for the same services, and is in all respects fair  
and without collusion or fraud.

EXCEPTIONS to items above

(List): \_\_\_\_\_

By \_\_\_\_\_

Date May 6, 2010

\_\_\_\_\_  
(Signature)  
By Kevin Johnson  
Corporate Officer Name & Title

STATE OF Florida

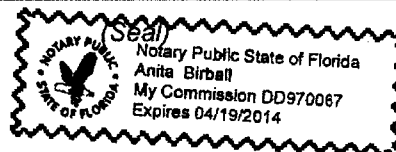
COUNTY OF Orange

Sworn to and subscribed before me this 6<sup>th</sup> day of May, 2010, by Kevin Johnson, who is  
personally known to me or who has produced N/A as identification.

Anita Birball

NOTARY PUBLIC – STATE OF Florida

Type or print name: Anita Birball



## BID 10015

### Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

## COMPLIANCE WITH DAVIS BACON AND RELATED ACTS

Information regarding Davis Bacon and Related Acts can be found on the following websites:

<http://www.dol.gov/esa/whd/contracts/dbra.htm>

<http://www.dol.gov/PrinterFriendly/PrinterVersion.aspx?url=http://www.dol.gov/esa/whd/programs/dbra/WD10Instrctns/wd10instructions.htm>

By signing below, I, as legal representative of my firm, agree to comply with all Davis Bacon and Related Acts (DBRA), as well as follow all of the procedures, rules, and regulations of the Wage and Hour Division of the United States Department of Labor.

By  \_\_\_\_\_

Date May 6, 2010

(Signature)

By Kevin Johnson – President

Corporate Officer Name & Title

**BID 10015 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEIGHBORHOOD  
STABILIZATION PROGRAM AND THE HOUSING PROGRAMS WITHIN THE COMMUNITY  
DEVELOPMENT DIVISION**

**Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

**TO BE COMPLETED BY THE GENERAL CONTRACTOR**

- 1) The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors):
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Kevin Johnson - President

Name and Title

Signature

Johnson-Laux Construction, LLC

Firm

4502 35<sup>th</sup> Street, Suite 500

Street address

Orlando, Florida 32811

City, State, Zip

May 6, 2010

Date

**BID 10015  
DRUG-FREE WORK PLACE**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

Johnson-Laux Construction, LLC does:  
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Kevin Johnson  
Name  
President  
Title  
Johnson-Laux Construction, LLC  
Firm  
4502 35<sup>th</sup> Street, Suite 500  
Street Address  
Orlando, Florida 32811  
City, State, Zip  
May 6, 2010  
Date

**NON-COLLUSION AFFIDAVIT**

I, Kevin Johnson, depose and say that:

1 I am President of the firm of Johnson-Laux Construction, LLC,  
the firm submitting the response described in this Request for Proposals for:

RFP 0934 General Contractor Services and that I executed the said response with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Deltona relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

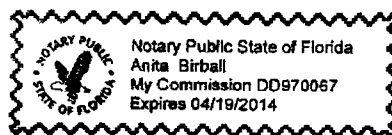
Signature of Bidder: [Signature] Date: May 6, 2010  
STATE OF: Florida CITY OF: Orlando

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, Kevin Johnson affixed his/her signature in the space provided above on this May 6 day of 2010.

**NOTARY PUBLIC**

[Signature]  
Anita Birball

My Commission Expires: \_\_\_\_\_





## 2 INSURANCE CERTIFICATE

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YYYY) 05/06/2010	
<b>PRODUCER</b> (407)788-3000 FAX (407)788-7933 Insurance Office of America, Inc. P.O. Box 162207 Altamonte Springs, FL 32716-2207			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
<b>INSURED</b> Johnson Laux Construction, LLC 4502 35th Street, Suite 500 Orlando, FL 32811			<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
			<b>INSURER A:</b> Vinings Ins Co		<b>16632</b>
			<b>INSURER B:</b> Nationwide Mutual Ins Co		<b>23787</b>
			<b>INSURER C:</b> Commerce & Industry Ins Co		<b>19410</b>
			<b>INSURER D:</b>		
			<b>INSURER E:</b>		

COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADOT/ LTR (RBR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLP006468801	04/25/2010	04/25/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED ERECTORIA (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAPC5904082816	07/01/2009	07/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	BE024509148	04/25/2010	04/25/2011	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCV006080301	03/31/2010	03/31/2011	WC STATUS: <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS				
	<b>CERTIFICATE HOLDER</b> Johnson Laux Construction, LLC For Informational Purposes Only 4502 35th Street Suite 500 Orlando, FL 32811				
	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE David Burr/TRICIA				

ACORD 25 (2001/08) ©ACORD CORPORATION 1988

Bid # 10015 City of Deltona Construction Administration Services  
May 6, 2010



## 2 GENERAL CONTRACTORS LICENSE

ACA 4426238			STATE OF FLORIDA		
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD					
SEQ# L09060201108					
DATE	BATCH NUMBER	LICENSE NBR			
06/02/2009	080503114	QB21141			
<p>The BUSINESS ORGANIZATION Named below IS QUALIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2011 (THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.) JOHNSON-LAUX CONSTRUCTION LLC 4502 35TH STREET SUITE 500 ORLANDO FL 32811</p>					
CHARLIE CRIST GOVERNOR			CHARLES W. DRAGO SECRETARY		
DISPLAY AS REQUIRED BY LAW					

ACA 4788016			STATE OF FLORIDA		
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD					
SEQ# L10011900540					
DATE	BATCH NUMBER	LICENSE NBR			
01/19/2010	090083623	CGC1518236			
<p>The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2010</p>					
<p>JOHNSON, KEVIN ERIC JOHNSON-LAUX CONSTRUCTION LLC 4502 35TH STREET SUITE 500 ORLANDO FL 32811</p>					
CHARLIE CRIST GOVERNOR			CHARLIE LIEM INTERIM SECRETARY		
DISPLAY AS REQUIRED BY LAW					

Bid # 10015 City of Deltona Construction Administration Services  
May 6, 2010



2 CERTIFICATE OF STATUS

# *State of Florida*

## *Department of State*

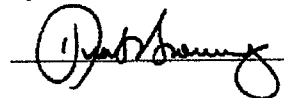
I certify from the records of this office that JOHNSON-LAUX CONSTRUCTION, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 18, 2000.

The document number of this limited liability company is L00000010290.

I further certify that said limited liability company has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on March 31, 2010, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the First  
day of April, 2010*



**Secretary of State**

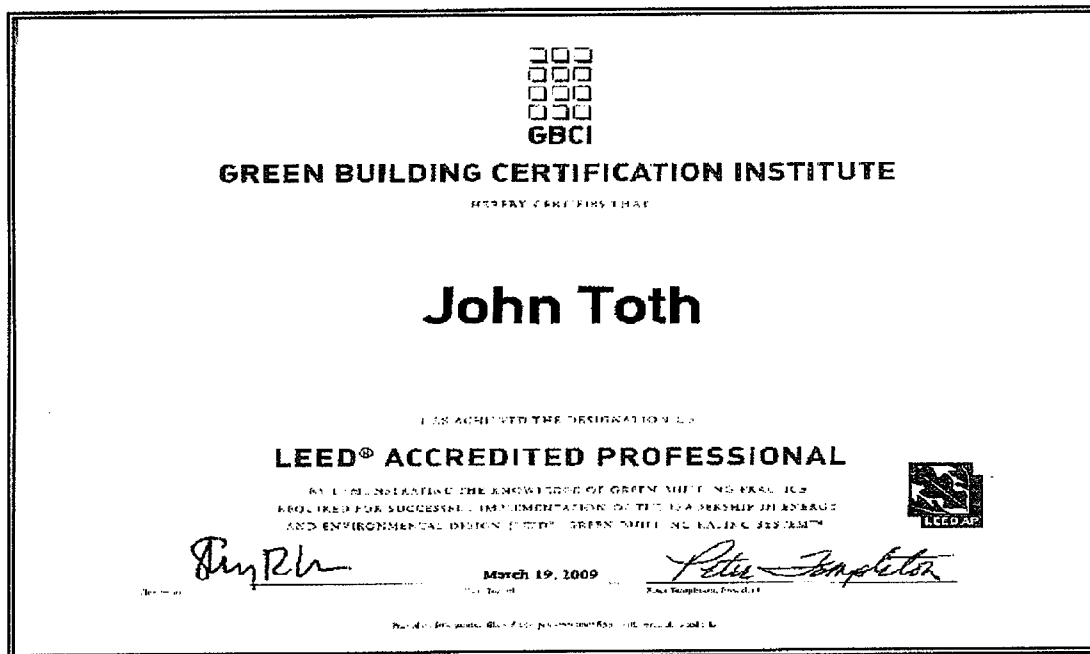


Authentication ID: 000173820370-040110-L00000010290


To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.  
<https://efile.sunbiz.org/certauthver.html>



## 2 LEED CERTIFICATES



## 2 RESUMES



**Kevin Johnson**  
President & Project Executive

**Education:**  
BSBC, Bachelor of Science in  
Building Construction University of Florida

Office Address: 4502 35th Street, Suite 500, Orlando, Florida 32811 • Phone (407) 770-2180 • Email: kevin@johnson-laux.com

**Licenses**  
State of Florida Licensed General Contractor  
State of Maryland Licensed General Contractor  
State of North Carolina Licensed General Contractor  
State of South Carolina Licensed General Contractor  
State of Alabama Licensed General Contractor

**Certifications**  
LEED, Accredited Professional

As President and CEO of Johnson-Laux Construction, Mr. Johnson is a licensed General Contractor and LEED AP with more than 20 Years of Construction Management Experience. In addition to the being responsible for the overall company operations, Kevin is hands on and participates actively in project management activities including pre-construction planning, budgeting, estimating, scheduling, and contract negotiations. Mr. Johnson has been afforded the opportunity to manage exciting projects for such clients as:


- The Greater Orlando Aviation Authority
- Adventist Healthcare Maryland
- The United States Air Force
- The United States Navy
- The City of Longwood
- Orange County Government
- Florida Hospital
- Osceola County Government
- Orange County Public Schools
- The State of Florida
- Universal Studios
- Columbia HCA
- Hilton Grand Vacations
- Burlington Coat Factory
- The University of Florida

As well as a variety of Multi-Family, Single Family, Government, Office, Industrial/Distribution, Theme Park, Retail, condominium, and Restaurant projects. In addition to the State of Florida, Mr. Johnson has also gained experience managing construction projects in Louisiana, Mississippi, Georgia, North Carolina, Virginia and Maryland. His wide range experience in public and private sector projects as well as his extensive Healthcare, IDIQ and Continuing Services Contract experience has proven invaluable to the success of Johnson-Laux Construction. His overall construction management experience is based on his emphasis on customer service, quality assurance, cost analysis skills, contract negotiations, value engineering, document control, and personnel management. This breadth of experience and capability assures that each and every one of our clients receives the superior project management and service that they deserve.

Bid # 10015 City of Deltona Construction Administration Services  
May 6, 2010



## 2 RESUMES

	<b>John Toth</b> Project Manager	<b>Certifications</b> OSHA Safety Certified SWIPP Certified LEED, Accredited Professional
	<b>Education:</b> Associates Degree in Construction Management from Oakland Community College, Farmington Hills, MI	Years with Johnson-Laux Construction: 5 Years with Other Firms: 7
	Office Address: 4502 35th Street, Suite 500, Orlando, Florida 32811 • Phone (407) 770-2180 • Email: john@johnson-laux.com	

Mr. Toth is a Project Manager with Johnson-Laux Construction. John's extensive project management and field supervision experience includes both new and tenant interior construction of Residential, Airport, Healthcare, Office, Military, Government, Educational/Institutional, Church, Retail, and Multi-Family projects. John's ten years of project management experience equates to a development and delivery of over 1,000,000 gross square feet of building product. John possesses extensive experience in pre-construction services, project scheduling, budgeting, estimating, and the ability to work closely with field personnel.

### Representative Projects Experience Includes:

- VX-012 Restoration of Ticket Counters in Central Quadrant
- V-526 Airside 1 Hub Transfer Level Restroom Finishes Replacement
- V-540 Call Button Card Readers for OPD Elevator
- V-519 Recoat Landside Central Energy Plant (CEP) Epoxy Floor Finish
- V-499 Refurbish Restrooms at Airside Level 3 Hub and Wing 1
- V-490 Hyatt Hotel Domestic Water Line Replacement
- Indyne, USAF, Job Order Contract – CCAFS, PAFB, KSC
- Oviedo Public Works Administration Building (LEED Gold)
- SLW/CRC – Colon and Rectal Ambulatory Surgery Center – Orlando, FL
- Burlington Coat Factory at Osceola Square Mall Kissimmee, FL
- Stirling Sotheby's Global Real Estate Gallery Orlando, FL
- Your Office @ Premier Trade Plaza – Orlando, FL
- Great Oaks Village Classroom Facility Orlando, FL
- Kissimmee Christian Academy - Kissimmee, FL
- Point West—Single Family and Multi Family Development Vero Beach, FL



## ROBERTSON HOMES, INC.

Charles B. Robertson, Ph.D.  
P.O. Box 700031  
St. Cloud, FL 34770-0031  
(407) 709-0292

May 6, 2010

City of Deltona  
2345 Providence Blvd.  
Deltona, Florida 32725  
Attn: Ms. Kate Krauss, Purchasing Manager

Subject: CONSTRUCTION ADMINISTRATION SERVICES, BID # 10015

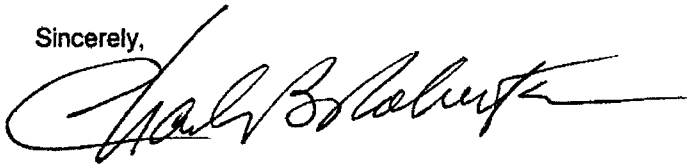
Dear Ms. Krauss:

Robertson Homes, Inc. is pleased to submit our proposal in response to the above subject RFP. In addition to being a General Contractor and active member of the Home Builders Association at the local, state, and national levels, my past experience was focused on government contracting. Please review my resume attached to page 11 of your RFP.

I am very familiar with the Neighborhood Stabilization Program (NSP) and the process the City of Deltona has chosen in order to utilize the grant money that is available. I have also met numerous times with the coordinator of NSP for Osceola County as they attempt to get their program running.

Thank you for providing us an opportunity to work with the City of Deltona.

Sincerely,



Charles B. Robertson  
President

**CITY OF DELTONA  
CONTRACTOR INFORMATION SHEET**

The information below is required to complete your bid packet. Type or print only.

Company Name: ROBERTSON HOMES, INC.  
Address 1: 5190 HARKLEY RUNYAN RD.  
Address 2: \_\_\_\_\_  
City: ST. CLOUD  
State: FL  
Zip Code: 34771  
Phone Number: (407) 709-0292  
Fax Number: (407) 892-8537  
Project Contact: CHARLES B. ROBERTSON  
e-mail address: charlie@robertsonhomes.us

**Remittance (Payment) Mailing Information**

Address: PO BOX 700031  
City: ST. CLOUD State: FL Zip Code: 34770-0031  
Phone Number: (407) 709-0292  
Fax Number: (407) 892-8537  
Project Contact: CHARLES B. ROBERTSON  
e-mail address: charlie@robertsonhomes.us  
Federal Tax ID No.: 59-3644846  
Tax ID Type: ☒ Federal Tax ID ☐ Social Security Number



STATEMENT OF EXPERIENCE IN CONSTRUCTION MANAGEMENT

Contractor: ROBERTSON HOMES, INC.

How Long In Business: 24 yrs At Current Address 24 yrs

Principals:  
CHARLES B. ROBERTSON Title PRESIDENT  
JUDITH A. ROBERTSON Title VICE PRESIDENT  
Title \_\_\_\_\_

Type of Work Normally Performed:  
RESIDENTIAL / COMMERCIAL CONSTRUCTION

Projects of this Type Previously Completed:

1. THE NEW AMERICAN HOME 2008 Amount \$ 4.7 m
2. HOME RENOVATION - KISSIMMEE, FL Amount \$ 30K  
1ST BAPTIST CHURCH OF ST. CLOUD
3. RENOVATION Amount \$ 55K

References for Projects listed above:

1. HBA OF METRO ORLANDO - BETH M'GEE EXEC. V.P.  
Tel. No. (386) 290-3629
2. Jim DiGiacomo  
Tel. No. (407) 908-0362
3. PASTOR STEVE RYMER  
Tel. No. (407) 892-7125

Financial EXCELLENT STANDING  
Status: \_\_\_\_\_

Equipment: ALL CONSTRUCTION MANAGEMENT RELATED  
EQUIPMENT TO PERFORM SCOPE OF WORK.

Number of Personnel Currently Employed: 2

Number of Personnel Available for Project: 2

Other Pertinent Information: SEE ATTACHED RESUME  
AND ADDITIONAL COMPLETED PROJECTS LIST.

Qualifications of Personnel. It is essential that the project be supervised and carried out by personnel possessing training and experience appropriate to the nature of the project. The bid submitted by Contractor must include documentation of the professional qualifications of the key personnel to be employed.

Such documentation shall include, but not be limited to:

- (1) resumes of academic training and employment in the applicable field;
- (2) evidence of possession of required licenses or business permits.

NOTE: Proposer may submit separate statement of experience with additional information. (Attach to this page)

## RESUME

Charles B. Robertson  
P.O. Box 700031  
St. Cloud, FL 34770-0031  
(407) 709-0292

1999-Present

Robertson Homes, Inc.

- President/Owner
- State Certified General Contractor
- Specializes in the construction of custom homes and commercial

Robertson Homes specializes in high end custom homes and small to medium commercial projects, including retail centers, offices, and industrial. Home prices were valued as high as \$4.7M. Commercial construction was as large as 22,000 square feet.

Developer of small parcels of land (5 acres) for commercial projects.

1986-1999

DBA Systems, Inc. (sold company)

-Electro Optical and Imaging Systems Contractor to the US Gov't with \$32M in revenue per year. The majority of contracts were for the development of classified software and the manufacturing of infrared devices.

-Positions Held

- Vice President & Corporate Secretary
- General Manager, Military Products Division
- Director of Administration
- Director of Contracts
- Director of Programs

As Vice President/Corp. Secretary oversaw the company of approx. 1,500 employees in the absence of the Chairman/President and interfaced with outside legal counsel. Department Heads that were direct reports included: Contracts, Procurement, Human Resources, Finance, Quality Control, Facilities & Maintenance, and IT. Facilities were located in Melbourne, Florida; Kissimmee, FL; and Fairfax, VA.

As General Manager, Military Products Division managed a manufacturing facility of approx. 500 employees located in Kissimmee, FL.

1981-1986

Martin Marietta Corporation

- Major Government Contractor
- Positions Held
  - Subcontracts Director
  - Manager, Subcontracts

As Subcontracts Director, was responsible for all subcontracts for those programs under Air Launched Missile Systems. Each program consisted of Managers, Subcontracts and Administrators performing the day to day business.

As Manager, Subcontracts negotiated with major subcontractors and the US Air Force for the production phase of the Low Altitude Navigation and Infrared at Night (LANTIRN) program. Subcontractors attributed \$1.5B of a \$3B program.

1978-1981

PRC System Services Company

- Government Contractor with NASA for the refurbishment of the Apollo/Saturn launch facilities (Pads 39A & 39B) for the Shuttle Program
- Positions Held
  - Manager, Contracts Administration
  - Human Resources Recruiter

Negotiated with NASA Contract Administrators and administered the contracts for the design of the landing facility and the refurbishment of Pads 39A and 39B from the Apollo/Saturn program to the Shuttle program.

Visited Universities across the country recruiting Electrical, Mechanical and Civil Engineers.

**Positions Held and Awards Associated with the Home Builders Association:**

Present	-National Association of Home Builders, Board of Directors
Present	-Florida Home Builders Association, Board of Directors
2006-2009	-Area Vice President for the Florida Home Builders Association
2009	-Life Director of the HBA of Metro Orlando
2008	-Selected by NAHB as Builder of The New American Home (Showcase Home for the International Builders Show)
2007	-Presidential Citation, HBA of Metro Orlando
2006	-President, HBA of Metro Orlando
2006	-Proclamation from the Osceola County Commission naming February 21, 2006 as "Charles (Charlie) Robertson Day" in Osceola County.
2005	-Builder of the Year, HBA of Metro Orlando
2005	-Presidential Citation, HBA of Metro Orlando
2003	-HBA Community Builder Award
2002	-Presidential Citation, HBA of Metro Orlando

**Other Associations:**

Present	-St. Cloud Chamber of Commerce, Board of Directors
2002-2005	-Osceola County Education Foundation, Board or Directors
1987-1999	-Florida Institute of Technology, School of Engineering Advisory Board

**Security Clearance:**

Top Secret (active through 1999)

**Education:**

Ph.D. in Business Management  
Masters in Business Management  
Bachelor of Science in Business Administration and Economics



Description	Contract Price
Lot 46C Harmony Sub. Harmony, FL (Residential)	\$ 279,855.00
Lot 28B- Harmony Sub. Harmony, FL (Residential)	\$ 420,000.00
Mug Shot Café St. Cloud, FL (Commercial)	\$ 109,788.00
Gaslight Lounge Kissimmee, FL (Commercial)	\$ 390,054.00
Academy for Kids St. Cloud, FL	\$ 383,874.00
Lot 94C Harmony Sub. Harmony, FL (Residential)	\$ 306,514.00
Lot 35B- Harmony Sub. Harmony, FL (Residential)	\$ 464,682.00
Lot 47C Harmony Sub. Harmony, FL (Residential)	\$ 438,766.00
Lot 6 Lakeshore Blvd. Mark & Lee Dukes (Residential)	\$ 401,496.00
Gary Dulaney Garage Remodel (Residential)	\$ 67,636.00
Tracy Kuntz -Hurricane Remodel (Residential)	\$ 56,830.00
Allison Slayton - Hurricane Remodel (Residential)	\$ 31,254.00
Lisa Sessoms - Hurricane Remodel (Residential)	\$ 7,107.00
Sang Tho - Residential	\$ 242,859.00
Lot 112 Harmony Sub. Harmony, FL (Residential)	\$ 374,646.00
Scott & Thyra Thomas (Residential)	\$ 445,615.00

Diane Provenzano (Residential)	\$ 399,586.00
Lot 40 Steven's Plntation Model (Residential)	\$ 620,851.00
Lot 61 Steven's Plntation Spec Home (Residential)	\$ 491,620.00
Magnolia Square Phase Three (Commercial)	\$ 1,800,000.00
Lot 31 Harmony Sub. Harmony, FL (Residential)	\$ 606,909.00
Lot 164 Harmony Sub. Harmony, FL (Residential)	\$ 490,850.00
Lot 74 Steven's Plantation (Residential)	\$ 369,608.00
Lot 68 Steven's Plantation (Residential)	\$ 360,367.00
Lot 30 Steven's Plantation (Residential)	\$ 351,290.00
Lot 41 Steven's Plantation (Residential)	\$ 552,837.00
Lot 71 Steven's Plantation (Residential)	\$ 495,369.00
Lot 119- Harmony Sub. Harmony, FL (Residential)	\$ 400,000.00
Lot 44 St Cloud Manor Hunting Lodge Rd- Holden	\$ 264,936.00
	\$ 242,201.00
Lot 131- Harmony Sub. Harmony, FL (Residential)	\$ 532,982.00
Lot 153- Harmony Sub Harmony, FL (Residential)	\$ 442,441.00
Haywood Ruffin- Tom Crolius	\$ 325,519.00
Lot 119- Harmony Sub. Harmony, FL (Residential)	\$ 416,096.00

**STATE OF FLORIDA**

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783Attachment number 9  
Page 10 of 33

(850) 487-1395

ROBERTSON, CHARLES BRADLEY  
ROBERTSON HOMES, INC  
1700 EAST IRLO BRONSON HIGHWAY  
ST CLOUD FL 34771

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

	STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION	AC# 3906373
CGC1504695	08/11/08	087007001
CERTIFIED GENERAL CONTRACTOR ROBERTSON, CHARLES BRADLEY ROBERTSON HOMES, INC		
IS CERTIFIED under the provisions of Ch.489 FS Expiration date: AUG 31, 2010 L08081101381		

DETACH HERE

C# 3906373

**STATE OF FLORIDA**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08081101381

DATE	BATCH NUMBER	LICENSE NBR
08/11/2008	087007001	CGC1504695

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2010

ROBERTSON, CHARLES BRADLEY  
ROBERTSON HOMES, INC  
1700 EAST IRLO BRONSON HIGHWAY  
ST CLOUD FL 34771CHARLIE CRIST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO  
SECRETARY  
Item 9B





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
05/06/2010

<b>PRODUCER</b> FORD INSURANCE AGENCY P.O. BOX 422187 KISSIMMEE, FL. 34742-2167	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> ROBERTSON HOMES, INC. CHARLES B. ROBERTSON & OR P.O. BOX 700031 ST. CLOUD, FL. 34770-0031	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: AUTO OWNERS INSURANCE CO. INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	72256600-09	04/01/2010	04/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATE-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

 City of Deltona  
 Attn: Kate Krauss  
 2345 Providence Blvd  
 Deltona, FL 32725

Fax: 386-878-8571

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

 AUTHORIZED REPRESENTATIVE  
 Cathy A. Vickers

<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>05/06/2010</b>
PRODUCER Phone: (386) 734-9642 Fax: (386) 734-6701 <b>PAGE INSURANCE AGENCY</b> <b>PO BOX 1209</b> <b>500 E NEW YORK AVE</b> <b>DELAND FL 32721-1209</b>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Agency Lic#: R010619		
INSURED <b>ROBERTSON HOMES, INC.</b> <b>1700 E IRLO BRONSON HWY</b> <b>ST CLOUD FL 34771</b>		INSURERS AFFORDING COVERAGE INSURER A: <b>ASSOCIATION INSURANCE COMPANY</b> INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADOL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCV002570004	08/10/09	08/10/10	X NO STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE-EA EMPLOYEE \$ <b>100,000</b> E.L. DISEASE-POLICY LIMIT \$ <b>500,000</b>
		OTHER:				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS**  
 INSURED FAX 407-892-6797

**CERTIFICATE HOLDER**

City of Deltona Purchasing Dept.  
 2345 Providence Blvd  
 Deltona FL 32725

Attention: Kate Krauss fx 386-878-8571

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Michelle S. Delaney*  
 Michelle S. Delaney



## CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington Illinois  
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois  
☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas Texas or  
☐ STATE FARM INDEMNITY COMPANY of Bloomington Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: ROBERISON, CHARLES B. & JUDITH							
ADDRESS OF NAMED INSURED: P.O. BOX 700031, ST. CLOUD, FL 34770-0031							
POLICY NUMBER	300 1622-E18-59						
EFFECTIVE DATE OF POLICY	5/18/10-5/18/11						
DESCRIPTION OF VEHICLE (Including VIN)	2005 FORD F250 1F1SW21F25EC60697						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY							
a Bodily Injury							
Each Person	\$100,000						
Each Accident	\$300,000						
b Property Damage							
Each Accident	\$50,000						
c Bodily Injury & Property Damage Single Limit							
Each Accident							
PHYSICAL DAMAGE COVERAGES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
a Comprehensive	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
b Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

*Roger Parsons*  
Signature of Authorized Representative

ROGER PARSONS, AG

6650

5/6/10

Name and Address of Certificate Holder

Title

Agent's Code Number

Date

Name and Address of Agent

CITY OF DELTONA

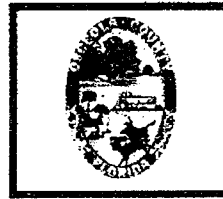
Roger L Parsons Ins Agcy Inc  
Roger L Parsons ChFC CLU  
366 North Babcock Street, Suite 102  
Melbourne, FL 32935-6800  
Bus 321 254 8406 Fax 321 255 3572



INTERNAL STATE FARM USE ONLY:  
122429 2 Rev 06-10-2004

☐ Request permanent Certificate of Insurance for liability coverage  
☐ Request Certificate Holder to be added as an Additional Insured

# OSCEOLA COUNTY



## Proclamation

*WHEREAS, the Board of County Commissioners makes every effort to recognize individuals who make significant contributions to the quality of life in and for residents of Osceola County and*

*WHEREAS, Charles Charlie Robertson has been a long-time homebuilder in Osceola County and Central Florida and has been selected as the 2005-2006 Home Builder of the Year by the Home Builders Association of Metro Orlando; and*

*WHEREAS, Charlie has chaired numerous committees through the Home Builders Association or HBA and since 2001, has served on their Board of Directors. He previously held the position of vice-president and treasurer and under his leadership, opened the first HBA office in Osceola County where he oversaw the recruitment of 188 new Osceola County members and*

*WHEREAS, Charlie's tireless civic accomplishments make him a role model for others. He continually shows his love for children by sponsoring a competitive cheerleading squad for national competition, mentors at Hickory Tree Elementary, donated labor and materials needed to build a new pavilion at Lakeview Elementary, donates regularly to the Boy Scouts and Girl Scouts of America and sponsors a mare and her foal through the Harmony Institute. Charlie is also a member of Cornerstone Baptist Church in St. Cloud and serves on their Building Committee and*

*WHEREAS, the Osceola County Board of County Commissioners wish to extend their congratulations to Charlie Robertson for his efforts in making Osceola County a better community in which to live and work*

*NOW, THEREFORE, BE IT PROCLAIMED that we, the Osceola Board of County Commissioners, do hereby proclaim February 21, 2006 to be known as*

### CHARLES "CHARLIE" ROBERTSON DAY

*DONE AND ADOPTED by the Osceola Board of County Commissioners at their regular Board meeting on the 20<sup>th</sup> day of February 2006*

#### BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA




  
Paul Owen, Chairman

  
Ken Shipley, Vice Chairman

  
Bill Lane, Commissioner

  
Ailee Mercer, Commissioner

  
Kenneth A. Smith, Commissioner



Office of the  
Orange County Mayor

# Resolution

WHEREAS, Charles B. Robertson has served as the 2005-2006 President of the Home Builders Association of Metro Orlando; and

WHEREAS, the Home Builders Association of Metro Orlando's participation in public forums has increased significantly under Mr. Robertson's leadership; and

WHEREAS, Mr. Robertson has represented the Home Builders Association of Metro Orlando as a true statesman; and

WHEREAS, Mr. Robertson has been an active member of the community on behalf of the Home Builders Association of Metro Orlando; and

WHEREAS, Mr. Robertson has directed the Home Builders Association of Metro Orlando in a positive and progressive manner; and

WHEREAS, under Mr. Robertson's leadership, the Home Builders Association of Metro Orlando has built a stronger partnership with local government;

NOW, THEREFORE, Be it Resolved by the Board of County Commissioners, Orange County, Florida, that Charles B. Robertson is hereby recognized for his leadership, commitment, professionalism and achievements on behalf of the Home Builders Association of Metro Orlando.

DONE AND ORDERED this 31<sup>st</sup> day of October, 2006

A handwritten signature in dark ink, appearing to read "Richard T. Crotty", is written over a horizontal line.

RICHARD T. CROTTY, ORANGE COUNTY MAYOR



## CITY OF ORLANDO



# Proclamation

**WHEREAS** the City of Orlando recognizes the tremendous leadership shown by Charles B. Robertson as the 2005-2006 President of the Home Builders Association of Metro Orlando; and

**WHEREAS** Mr. Robertson has directed the Home Builders Association of Metro Orlando in a positive and productive manner; and

**WHEREAS** under his leadership the Home Builders Association of Metro Orlando has increased participation in our city and community; and

**WHEREAS** Mr. Robertson has been a strong advocate for new homebuyers; and

**WHEREAS** Mr. Robertson has carefully balanced his energy and time between Robertson Homes Inc. and the Home Builders Association of Metro Orlando to ensure that the new homebuyer is properly represented;

**NOW, THEREFORE, I, BUDDY DYER, Mayor of the City of Orlando, hereby do recognize**

**"CHARLES B. ROBERTSON"**

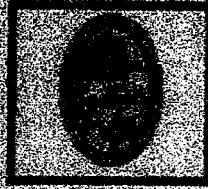
**as the City of Orlando, for the outstanding job he has done as President of the Home Builders Association of Metro Orlando.**

**IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the City of Orlando, this 1st day of May, 2006.**





OSCEOLA COUNTY



# Proclamation

WHEREAS, the Board of County Commissioners makes every effort to recognize individuals who have made significant contributions to the quality of life in and for the residents of Osceola County, and;

WHEREAS, Charles B. Robertson has served as the 2003-2004 President of the Home Builders Association of Metro Orlando, and;

WHEREAS, the Home Builders Association of Metro Orlando's participation in public forums has increased significantly under Mr. Robertson's leadership, and;

WHEREAS, Mr. Robertson has represented the Home Builders Association of Metro Orlando on a wide variety of occasions, and;

WHEREAS, Mr. Robertson has been an active member of the community on behalf of the Home Builders Association of Metro Orlando, and;

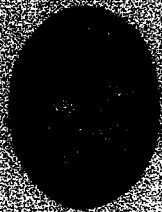
WHEREAS, Mr. Robertson has directed the Home Builders Association of Metro Orlando in a positive and progressive manner, and;

WHEREAS, under Mr. Robertson's leadership, the Home Builders Association of Metro Orlando has built a strong partnership with local government;

NOW, THEREFORE, BE IT PROCLAIMED that we, the Osceola Board of County Commissioners, do hereby recognize Charles B. Robertson for his leadership, commitment, professionalism and achievement on behalf of the Home Builders Association of Metro Orlando.

DONE AND ADOPTED by the Osceola Board of County Commissioners at their regular Board meeting on the 07 day of November 2004.

BOARD OF COUNTY COMMISSIONERS OF  
OSCEOLA COUNTY, FLORIDA



Charles B. Robertson  
  
[Signature]  
  
[Signature]  
  
[Signature]

BOARD OF COUNTY COMMISSIONERS



October 27, 2006

Charles B. Robertson  
President  
Home Builders Association of Metro Orlando  
544 Mayo Avenue  
Maitland, Florida 32751

Dear Mr. Robertson:

On behalf of the Seminole County Commission, I congratulate you on your leadership as President of the Home Builders Association of Metro Orlando. 2006 has been an exciting year for the homebuilding industry in Central Florida, and as President, you have shown great strength and statesmanship.

Seminole County Government has appreciated the constructive input from the HBA membership and staff, and I believe it is a direct result of your presidency. Your leadership has strengthened the relationship between government and the development community for the benefit of all.

Again, congratulations on a wonderful year as President of the Home Builders Association of Metro Orlando. The homebuilding industry is truly fortunate to have people of your caliber willing to serve. Thank you, Charlie, for a great job!

Best Regards,

A handwritten signature in cursive script, reading "Carlton Hanley", is written over a horizontal line.

Carlton Hanley, Chairman  
Board of County Commissioners



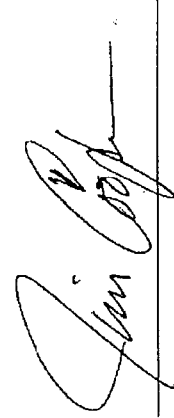
# Certificate of Appreciation

*Presented to*

**Charlie Robertson**

*Thank you for your 8 years of service  
as a member of the Board of Directors.*

**HOME BUILDERS  
HBA ASSOCIATION  
METRO ORLANDO**

A handwritten signature in cursive script, reading "Jim Cooper".

Jim Cooper, 2009 President

## BID FORM

**Provide pricing for the following services:**

SERVICE	COST
Review Inspection Report and determined whether or not the recommendations from the Inspector are acceptable and define a Scope of Work for each project based on the Inspection Report and any additional work that may be required	\$ <u>30<sup>00</sup>/HR</u>
Review Bid received from General Contractor and Attend pre-construction meeting	\$ <u>30<sup>00</sup>/HR</u>
Inspect and Review each Draw submitted by General Contractor and approve payment	\$ <u>30<sup>00</sup>/HR</u>
Weekly Progress Meeting/Inspection at jobsite	\$ <u>30<sup>00</sup>/HR</u>
Bi-Weekly Progress Report to the City	\$ <u>30<sup>00</sup>/HR</u>
Hourly Rate for other services/ie: meetings, processing change orders, etc.	\$ <u>30<sup>00</sup>/HR</u>

CITY OF DELTONA  
2345 PROVIDENCE BOULEVARD  
DELTONA, FLORIDA 32725


**PROOF OF EXEMPTION**

I certify that ROBERTSON Homes, INC  
(Business Name)  
located at 5190 HARKLEY RUNYAN RD ST. CLOUD  
(Street Address) (City)

is the type of business indicated below:

- ☐ Charitable, Non-Profit Organization
- ☐ Religious Institution
- ☐ Insurance Adjuster, Agent or Company
- ☐ Pharmacist/Pharmacy
- ☐ Radio/Television Station
- ☐ Agricultural
- ☐ Sale of items grown on own land
- ☐ Sale of Alcoholic Products only
- ☐ Child Care – Residential
- ☐ Residential Rentals over 6months
- ☐ Commercial Rentals
- ☐ Door to Door/Peddler Sales

☒ Other DO NOT HAVE A PHYSICAL LOCATION IN VOLUSIA COUNTY

 CHARLES B. ROBERTSON, PRESIDENT 5/6/2010  
Authorized Signature Printed Name Title Date

A business that falls under one of the exempt classifications listed above is not required to have a City of Deltona Business Tax Receipt. Include proof of exemption.

BID 10015  
CONFLICT OF INTEREST DISCLOSURE

I HEREBY CERTIFY that  
1. I, (printed name) CHARLES B. ROBERTSON, am  
the (title) PRESIDENT and the duly authorized representative of  
the firm of (Firm Name) ROBERTSON HOMES, INC. whose address is  
5190 HARKLEY RUN AVE ST. CLOUD, FL 34711, and that I possess the legal authority to make this affidavit  
on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

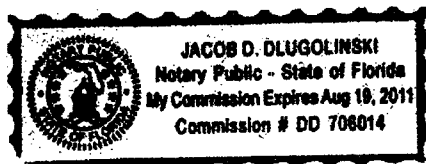
EXCEPTIONS to items above

(List): N/A

By ROBERTSON HOMES, INC. Date 5/6/2010  
[Signature]  
(Signature)  
By CHARLES B. ROBERTSON, PRESIDENT  
Corporate Officer Name & Title

STATE OF Florida  
COUNTY OF Osceola

Sworn to and subscribed before me this 6th day of May, 2010,  
by Charles Robertson, who is personally known to me  
or who has produced known ID as identification.



[Signature]  
NOTARY PUBLIC - STATE OF Florida  
Type or print name:  
Jacob Dlugolinski  
(Seal)

**BID 10015**

**Notification Regarding Public Entity Crime and Discriminatory Vendor List  
Requirements and Disqualification Provision**

A Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

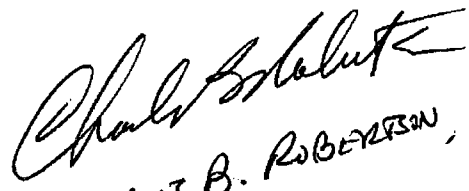
287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

  
CHARLES B. ROBERTSON, PRES.

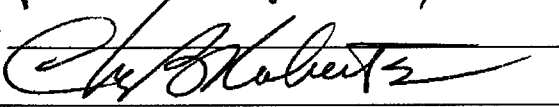
## COMPLIANCE WITH DAVIS BACON AND RELATED ACTS

Information regarding Davis Bacon and Related Acts can be found on the following websites:

<http://www.dol.gov/esa/whd/contracts/dbra.htm>

<http://www.dol.gov/PrinterFriendly/PrinterVersion.aspx?url=http://www.dol.gov/esa/whd/programs/dbra/WD10Instrctns/wd10instructions.htm>

By signing below, I, as legal representative of my firm, agree to comply with all Davis Bacon and Related Acts (DBRA), as well as follow all of the procedures, rules, and regulations of the Wage and Hour Division of the United States Department of Labor.

By ROBERTSON HOMES, INC. Date 5/6/2010  


By CHARLES B. ROBERTSON, PRESIDENT  
(Signature)  
Corporate Officer Name & Title

**BID 10015 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEIGHBORHOOD  
STABILIZATION PROGRAM AND THE HOUSING PROGRAMS WITHIN THE COMMUNITY  
DEVELOPMENT DIVISION**


**Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

**TO BE COMPLETED BY THE GENERAL CONTRACTOR**

- 1) The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors):
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

CHARLES B. ROBERTSON, PRESIDENT

Name and Title



Signature

ROBERTSON HOMES, INC.

Firm

5190 HARKLEY RUNWAY Rd.

Street address

ST. Cloud, FL 34771

City, State, Zip

576/2010

Date

**BID 10015  
DRUG-FREE WORK PLACE**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

ROBERTSON HOMES, INC does:  
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements

Charles B. Robertson  
Name CHARLES B. ROBERTSON, PRESIDENT

Title ROBERTSON HOMES, INC.

Firm 5190 HARKLEY RUNYAN RD.

Street Address ST. CLOUD, FL 34771

City, State, Zip 576/10

Date



## 7.0 INSURANCE REQUIREMENTS

The Contractor agrees to provide and maintain at all times during the term of any agreement resulting from this RFP, or for such longer periods as may be required, without cost or expense to the City of Deltona, policies of insurance insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Contractor under the terms and provisions of this agreement. The awarded vendor shall secure and maintain, at its sole cost and expense during the contract term, the following minimum insurance coverage:

**Commercial General Liability - in the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) aggregate / ONE MILLION (\$1,000,000.00) DOLLARS per occurrence.**

**Liability – Auto, in the amount of \$100,000.00/300,000.00 / Any Auto**

**Workers Compensation – as required by Florida Law.** The Workers' Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the City of Deltona.

Requirements for Contractors that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below: Incorporated or unincorporated Contractors with one or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees

The City reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished prior to the execution of the contract and annually upon renewal thereafter. **The respondent shall either cover any sub-Contractors on its policy or require the sub-Contractors to conform to all requirements for insurance contained herein.**

Respondent agrees that City will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the City on Commercial General Liability and Workers Compensation.

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All questions are to be directed, in writing, to Kate Krauss, Purchasing Manager at [kkrauss@deltonafl.gov](mailto:kkrauss@deltonafl.gov) or faxed to (386) 878-8571 seven calendar days prior to due date in order to issue an addenda. Please do not call to ask questions that need to be addressed through an addendum. There is no guarantee that your call will be returned due to the volume of calls that would be received on this type of project.

**CONTACT:** All prospective proposers are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted

contact person OR a member of the Purchasing staff regarding this Request for Proposals or their response at any time during the RFP process. Any such contact shall be cause for rejection of your submittal. The Bid Process is not complete until an award is made.

The City reserves the right to reject any or all submittals, to waive informalities in the submittals and to re-advertise for submittals.

The City also reserves the right to separately accept or reject any item or items of a response and to award and/or negotiate a contract in the best interest of the City.

**BID 10015**  
**FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEIGHBORHOOD**  
**STABILIZATION PROGRAM AND THE HOUSING REHABILITATION PROGRAM**

ADDRESS TO:  
THE CITY OF DELTONA  
KATE KRAUSS, PURCHASING MANAGER  
2345 PROVIDENCE BLVD.  
DELTONA, FLORIDA 32725

I acknowledge receipt of Addenda No (s) 1 & 2 -  
I have included:

- ☒ Contractor Information Sheet
- ☒ Statement of Experience in Construction Management with References
- ☒ Bid Form
- ☒ Hold Harmless Agreement
- ☒ Conflict of Interest Form
- ☒ Public Entity Crime Form
- ☒ Compliance with Davis Bacon Act Form
- ☒ Certification regarding Debarment, Suspension or other Responsibility Matters
- ☒ Drug Free Workplace Form
- ☒ Non-Collusive Affidavit

(Check mark items above, as a reminder that they are included.)

Mailing Address:

Telephone:

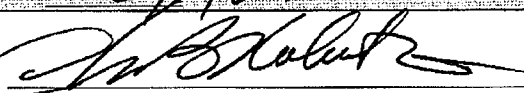
Fax:

PO Box 700031 ST. Cloud, FL 34770-0031  
(407) 709-0292  
(407) 892-8537

Date:

5/6/2010

Signed:



Printed Name:

CHARLES B. ROBERTSON

Title:

PRESIDENT

NON-COLLUSION AFFIDAVIT

I, CHARLES B. ROBERTSON, depose and say that:  
1. I am PRESIDENT of the firm of ROBERTSON HOMES, INC  
the firm submitting the response described in this Request for Proposals for:

RFP 0934 General Contractor Services and that I executed the said response with full authority to do so:

2 the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5 the statements contained in this affidavit are true and correct, and made with full knowledge that the City of Deltona relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Bidder: [Signature]

Date: 5/6/2010

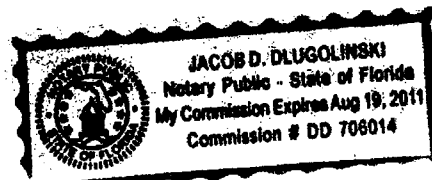
STATE OF: FLORIDA

CITY OF: DELTONA

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
who, after first being sworn by me, (CHARLES B. ROBERTSON) affixed his/her signature in the  
space provided above on this May 6 day of 2010

NOTARY PUBLIC [Signature]

My Commission Expires: Aug 19, 2011




**CITY OF DELTONA  
ADDENDUM #1  
BID # 10015  
CONSTRUCTION ADMINISTRATION SERVICES**

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The City is opening up the bid for companies that are Licensed Building Inspectors that also have experience in all aspects of the Construction Management process and have experience working with NSP/CDBG Programs Proof of experience must be submitted in accordance with bid documents

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

ROBERTSON HOMES, INC.  
NAME OF BUSINESS  
BY:  5/6/2010  
SIGNATURE/DATE  
CHARLES B. ROBERTSON, PRESIDENT  
NAME & TITLE, TYPED OR PRINTED  
PO BOX 700031  
MAILING ADDRESS  
ST. Cloud, FL 34770-0031  
CITY, STATE, ZIP CODE  
(407) 709-0292  
AREA CODE AND TELEPHONE NUMBER

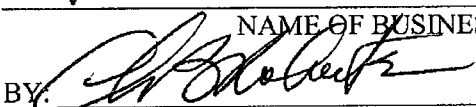
**CITY OF DELTONA  
ADDENDUM #2  
BID # 10015  
CONSTRUCTION ADMINISTRATION SERVICES**

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1. Are you anticipating several houses needing construction management at the same time? – Yes, there will be multiple houses to manage at the same time. You will be overseeing the General Contractors on each unit
2. If so would the pre-construction meetings be scheduled on the same day? – Yes, for efficiency, it would be better to have one pre-con. However, these units will be provided in rotation, so that may not happen as such
3. Does the weekly progress/inspection meeting on site involve anyone other than the construction manager? - The Construction Manager with the General Contractor and any of his subs, if needed.
4. Is the day for this inspection determined by the construction manager? - Yes
5. Are the bi-weekly progress reports to the city e-mailed, regular mail, in person? – We will accept e-mailed copies, already signed.
6. If in person, how is that scheduled? – N/A
7. Do we have any information on the value of the projects pre-bid? A range of values? A job for minor exterior wood repair and painting does not require the time that a project that included mold remediation, structural stabilization, replacement of all major systems, etc would be more time consuming. – A unit cost list was created by the local contractors. This has been reviewed by the City's Building Official and needs to be approved by the CM.
8. Are you looking for an hourly cost? – A Bid Form is included on Page 12 that must be completed and submitted with your bid.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

ROBERTSON HOMES, INC.  
NAME OF BUSINESS  
BY:  5/6/2010  
SIGNATURE/DATE  
CHARLES B. ROBERTSON, PRESIDENT  
NAME & TITLE, TYPED OR PRINTED

PO Box 700031

MAILING ADDRESS

ST. Cloud, FL 34770-0031

CITY, STATE, ZIP CODE

408 709 -0292

AREA CODE AND TELEPHONE NUMBER